

LINCOLN RURAL WATER ASSOCIATION
WATER USERS AGREEMENT

This Agreement, between the Lincoln Rural Water Association, Inc., a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereinafter called the Association, and _____, a member of the Association, hereinafter called the member.

WHEREAS, the Member desires to purchase farmstead and domestic water from the Association, and to enter into a water users agreement as required by the by-laws of the Association;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Association shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the Member may desire in connection with his occupancy of the following described property:

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of his premises.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may shut off the water to a Member who allows a connection or extension to be made to his service line for purpose of supplying water to another user.

The Member's service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the Association's water system is of sufficient capacity to permit delivery of water at that point.

The Member agrees that no other present or future source of water will be connected to any waterlines serviced by the Association's waterlines and will disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the members system.

The Member shall connect the service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the member shall commence on the date service is made available, regardless of whether the Member connects to the system.

The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- A. Non-payment within ten (10) days from the due date will be subject to a penalty of ten (10) percent of the delinquent account.
- B. Non-payment within thirty (30) days from the due date will result in the water being shut off from the Member's property.
- C. Non-payment for sixty (60) days after the original due date will allow the Association to terminate the Member's membership and in such event, the Member shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement

In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee of \$50.00 will be charged for a reconnection of the service.

IN WITNESS WHEREOF, WE HAVE HEREUNTO EXECUTED THIS AGREEMENT THIS
DATE _____

MEMBERS SIGNATURE: _____

SERVICE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Secretary –Treasurer

PHONE#: _____

MAILING ADDRESS IF DIFFERENT: _____