

WATER USERS' AGREEMENT

Application Date _____

The Applicant _____ (Member) hereby makes application to Lincoln Rural Water Association (the Company), for water service, and the Member and Company make this Agreement.
WITNESSETH

WHEREAS, the Member desires to purchase water from the Company and to enter into a water users agreement, as required by the Bylaws of the Company.

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

The Company shall furnish, subject to the limitation set out in its Bylaws and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property:

SECTION _____ TOWNSHIP _____ RANGE _____ ROAD _____

1. All applications requiring the installation of a new meter are required to obtain a Mississippi State Department of Health Notice of Intent from the County Health Environmentalist and submit this form to the Company. The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

2. The Member grants to the Company, its successor and assigns, a perpetual easement in, over, under and upon the land he owns in the sections stated above with the right to erect, construct, install, and lay, and thereafter use operate, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress and egress from the above-described lands.

3. The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Company, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water at such rates, time, and place as shall be determined by the Company, and agrees to the imposition of such penalties for noncompliance as are now set out in the Company's Bylaws and Rules and Regulations or which may be hereinafter adopted and imposed by the Company.

4. The Member agrees to pay the non-refundable \$10.00 membership fee and a deposit (\$25.00 for property owners and \$100.00 for renters). In the event service to the Member is terminated, either voluntarily by the Member, or by the Company for cause, the deposit shall be held and applied by the Company to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of Termination of service to the Member, the deposit shall be refunded by the Company within a reasonable time thereafter. Membership fee is not refundable. Member further understands that if Member does not receive a statement of current monthly charges, it is Member's responsibility to contact the Company during normal business hours (8:00-12:00 and 1:00-4:00 Mon.-Fri.) to arrange payment and the fact that Member has not received a water statement does not waive his responsibility to pay those charges or any late assessments or service charges that result from Member's failure to remit the proper payment when it is due.

5. The Company shall have final authority 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; and may shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supplying water to another user.

6. The Company shall install at the Company's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend (as allowed by Company Rules) to the property line. The Company shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the company at the nearest place of desired use by the Member, provided the Company has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

7. The Member shall install and maintain at the member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Company's water meter.

8. The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

9. The Company makes every effort to provide a continuous supply of safe potable water to its members. However, at times due to equipment failures, water main breaks, and weather-related damage, this supply may be interrupted. Thus, the Company does not guarantee a continuous uninterrupted supply of water. If your residence or business requires a continuous supply of potable water, you may need to install at your expense the necessary equipment to provide an alternate water supply.

10. The Member agrees that no other present or future source of water will be connected to any water lines served by the Company's waterlines and will not connect from the present water supply prior to connecting to and switching to the Company's system and shall eliminate their present or future cross-connections in the member's system. Member further understands that the Member is required by law to notify the Company of Member's intention to connect an alternate supply and that the Company is required by law to inspect the supply to ensure that Member has included the required backflow devices to prevent possible contamination of the Company's water distribution system.

11. The Member shall connect the service lines to the Company's water meter and shall commence to use water from the system on the date the water is made available to the Member by the Company. Water charges to the Member shall commence and Member agrees to pay for water at the applicable rates beginning with the date service is made available regardless of whether the Member connects to the system.

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

(1) Nonpayment within 30 days from the due date will result in the water being shut off from the Member's property.

(2) In the event it becomes necessary for the Company to shut off the water from a Member's property, a fee set forth in the Company's rate schedule will be charged for a reconnection fee of the service.

(Authorized Signature)

MEMBER

Physical Address

Mailing Address

PHONE #

City

State

Zip

EMAIL: