

**CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1
BOONE COUNTY, MISSOURI**

WATER USERS AGREEMENT

Acct # _____

The undersigned, being the owner or occupier of land within the above Public Water Supply District, hereby makes application to said District for _____ water service connection(s) and if water service is made available by said District agrees to the following conditions:

1. To become a water user of the District I hereby tender _____ per meter as a water meter deposit and guarantee that my bills will be paid monthly and an additional _____ per meter for meter setting and service line charge. The meter setting and service line charge will not be refunded if water service connection is made available to the water user, but the meter deposit will be refunded upon application when service is discontinued and all charges and bills are paid.
2. To pay the minimum monthly water charge in the amount of _____ per meter for the water service connection from the time service is made available by the District, whether or not water is being used, and to pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. The Rules and Regulations of the District provide that the District will read the water meters. Bills for water used will be rendered by the District on or before the 5th of the month following the month in which the water is used. The undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge as set out in the Rules and Regulations. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered may result in discontinuance of the service.
4. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.
5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the District.
6. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce the provision. Violation of the provision shall be grounds for disconnection of service.

7. The undersigned agrees that in the event the District is unable to provide water service from its established system of mains and connections as constructed, or if it is not feasible for the District to extend its lines to reach the undersigned applicant, then it is understood that this agreement shall be null and void the _____ paid in accordance with paragraph 1 hereof shall be refunded to the undersigned applicant.

8. The laws of the State of Missouri, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.

9. The undersigned further agrees that part of the consideration of the installation of service is to execute and provide the Water District with easements in usual and customary form as used by the District over and across the undersigned's land for the purpose of this installation, or as may otherwise be required by the District for its water mains and facilities.

10. The undersigned agrees that in the event any part of the water system of the undersigned constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter and sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time to time hereafter be redefined by it.

11. The undersigned agrees to indemnify and forever hold the district harmless from any loss or damage, including attorney fees and litigation expenses, sustained as a result of any damaged from any cause inflicted upon the water meter, meter well, water valves and all other water service facilities located on the referenced land and if the District has a fixed charge for any element of the aforesaid damages the undersigned at the election of the District shall pay to District said fixed charge for said element of damage.

12. The installation herewith contracted for is to be the following location:

Service Address

Date

Name

Signature

Has this location/structure previously been served by a well?	No	Yes
Primary use of water – please check one:	Domestic	Non Domestic