

# Consolidated Public Water Supply District #1 of Boone County, Missouri APPLICATION FOR WATER SERVICE AND WATER USERS AGREEMENT

Account # \_\_\_\_\_

Applicant: _____ Last Name	_____ First Name	_____ Initial
Co-Applicant: _____ Last Name	_____ First Name	_____ Initial
_____ Mailing Address	_____ City	_____ Zip Code
_____ Service Address or Location	_____ Number in Family	Owner _____
_____ Email Address	_____ Date Tenancy Begins	Renter _____
_____ Primary Phone Number	_____ Secondary Phone Number	_____ Owner's Name
_____ Applicant's Employer	_____ Work Phone	_____ Co-Applicant's Employer
		_____ Work Phone

Applicant should be at the service address or location when water service is turned on. Applicant assumes all responsibility for any open outlets resulting in water loss or damages.

Applicant contractually agrees to pay all water charges to this Water District until said applicant has terminated service, at the service address or location.

District reserves the right to discontinue water service at this service address or location without further notice if rules, regulations, and policies have not been followed.

**PLEASE CHECK THE PRIMARY USE OF WATER**

Household     
  Farming     
  Non-domestic (business, commercial, industrial)  
 Other     
 Please specify \_\_\_\_\_

The applicant certifies that the use marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified.

### WATER USERS AGREEMENT

The undersigned, being the owner or occupier of land within Consolidated Public Water Supply District No. 1, hereby makes application to said District for a water service connection and if said 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. In the event the District is unable to provide water service from its established system of mains and connections as constructed, or if it not feasible for the District to extend its lines to reach the service address or location, then it is understood that this agreement shall be null, and void and the above amount paid shall be refunded to the undersigned applicant. In the event that site soil or rock conditions are such to prevent normal installation time and procedures, the owner/customer will be responsible for additional equipment, material and labor expenses to accomplish the installation. \_\_\_\_\_ (customer initials – *new meter sets only*)
  
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 5<sup>th</sup> of the month following the month in which the water is used. The undersigned agrees to pay said service bill on or before the 15<sup>th</sup> 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 1<sup>st</sup> 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 the undersigned will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will the undersigned 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 Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and Rules and Regulations of the District.

6. The undersigned agrees that the undersigned 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 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.

8. 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.

9. 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.

10. The undersigned acknowledges and agrees that the District does not guarantee any specified pressure or quantity of water will be furnished through the above mentioned water meter, and the undersigned does hereby fully release and forever discharge District from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply to and through the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of the District. The undersigned does hereby agree to indemnify and forever hold District harmless from any loss or damage, including reasonable attorney fees and reasonable litigation expenses, arising out of or resulting from any claim, demand, action or cause of action asserted against District by any person or entity resulting from the inadequacy or nonavailability of water to supply the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of District.

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 damages from any cause inflicted upon by 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. Has this location / structure previously been served by a well?  No  Yes

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Last Four Digits of SSN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Name

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Last Four Digits of SSN

\_\_\_\_\_  
Date