| Date_ | | | |
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| Act# | | | |

Public Water Supply District No. 10 Boone County, Missouri

Water User's Agreement

The undersigned, being the owner or occupier of land located within the above Public Water Supply District, hereby makes application to said District for <u>one</u> 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 and I hereby tender:

| Meter deposit (refundable) | 100.00 |
|----------------------------|--------|
| Meter charge-short side | |
| Meter charge-long side | |
| Connection fee | |
| Administration fee | 75.00 |
| Total Paid | 175.00 |

The meter setting, service line charge, connection fee and administration fee will not be refunded if water service connection is made available to the water user, but the meter deposit will be refundable upon application when service is discontinued if service has been maintained and all charges and bills are paid. All deposits are forfeited to the District if a deliverable address is not forwarded to the District upon termination of service.

- 2. To pay an availability charge in the amount of $\underline{16.00}$ 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 of the District shall become a part of this agreement as though fully set out herein.
- **3**. When the Rules and Regulations of the District provide that water users will read their own meters and remit payments without notice, water users will read their own meters on the first day of each month, or the earliest date thereafter, and remit the payment of the month's water bill not later than the 15th day of the month following the month for which the bill is due as set forth in the water rate schedule. Bills not paid on the 16th of the month shall be subject to a late charge as set out in the Rules and Regulations. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall 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, resell, 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 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 this provision. Violation of this 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 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 and the ______dollars 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 as part consideration for the installation of service 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. The installation herewith contracted for is to be at the following location.

| | | |
|----------------------|---|------|
| Owner (Signature) | | |
| Co-Owner (Signature) | | |
| Print or type names | | |
| Property Address | - | |
| Telephone | | |