



Gallia County Rural Water Association, Inc.

Water User's Agreement

Adopted October 10, 2017

This agreement, between the Gallia County Rural Water Association, Inc., a nonprofit corporation, hereinafter called the Association,

and _____, a user of the Association hereinafter called the User.
PRINT NAME

Witnesseth

Whereas, the Users desired to purchase water from the Association, and to enter into a Water User's Agreement as required by the Rules and Regulations and Bylaws 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 set out in Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the User may desire in connection with a single family occupancy unless otherwise noted of the following described property:

Contact Phone Number: (____) _____ **Mailing Address:** _____
Service Address: _____
Email: _____

The User hereby agrees to give to the Association its successor or assigns, a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, tap, remove waterlines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. User agrees that failure to grant the necessary right of way and other easements will cause this Water User's Agreement to be rescinded by the Association and the membership refunded. User is responsible for the restoration of his property, which was disturbed as a result of the installation of the meter facility.

User further agrees that in the event GCRWA requests an easement in, over and across User's property for the purpose of extending or installing its water lines to improve, maintain and service GCRWA'S water system and customers. User shall grant such easement without additional compensation other than GCRWA's commitment to restore the surface of the easement area to as good or better condition as it was prior to the extension or installation of the water line(s).

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at the point.

The User agrees to pay for water at such rates, times, and place as shall be determined by the Association, and agrees to the penalties for non-compliance as set in the Rules and Regulations, whether now in effect or hereafter amended or adopted. Water charges to the User shall commence on the date that the service is made available.

The Association shall purchase and install a cutoff valve in each service. The Association shall be the only persons to have the right to use this cutoff valve and water meter. **CUSTOMER IS REQUIRED, FOR HIS OWN PROTECTION, TO INSTALL A CUTOFF VALVE, CHECK VALVE, AND A PRESSURE REDUCER IN HIS SERVICE LINE IN AN ACCESSIBLE VAULT WITHIN 3 TO 5FT OF METER SETTING.** Failure to abide by these regulations may result in service being disconnected or a fee for damaged property. A check valve on the water supply line, a safety release valve and a thermal expansion device must be installed on hot water tank. The Association has the right to examine User's Plumbing to determine compliance to Rules and Regulations. The Association shall have final jurisdiction in any question or location of any service line connection to its distribution system.

Should the total water supply be insufficient to meet all the needs of Users, the Association must first satisfy the needs of Users for domestic purposes before supplying water for livestock purposes and must satisfy the needs of Users for both domestic and livestock purposes before supplying any garden purposes.

The User agrees to comply with the requirements of the Federal and State Environmental Protection Agency, Ohio State board of Health and the Association's Rules and Regulations that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from their present water supply prior to connecting to and switching to the Association's System.

The governing Board shall have the authority, in addition to all other rights and remedies, to purchase the User's Membership Certificate and terminate this agreement for any violation of Association's rules, regulations, or conditions of service, in such event, the User shall not be entitled to receive, nor the Association obligated to supply any water under this agreement.

The Customer shall connect the service line 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 Customer by the Association. Water charges to the Customer shall commence on the date service is made available regardless of whether the Customer connects to the system. Once the tap is activated there will be a minimum monthly bill indefinitely.

In the event the Customer 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 in this agreement, the Customer agrees to pay the Association a lump sum of One Thousand Dollars (\$1,000.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is the agreed upon as liquidated damages in that a breach by the Customer in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such 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 Association may terminate water service to a customer who allows a connection or extension to be made to their service for the purpose of supplying water to another residence of any type other than for which this User's Agreement is intended denotes a violation of this agreement. Should this violation occur, notice will be given to landowner and violation must be corrected within (30) days or service could be terminated.

Gallia County Rural Water's equipment placed on User's property for purposes of serving water shall be responsibility of the landowner to keep safe and in good condition. Meter settings and waterlines of the Association; once placed on a property will not be disturbed as to terrain changes either by exposing or covering. A meter once set on a property cannot be moved to another property. A meter setting and waterlines stay with land on which located. Meter location is to be kept readily accessible to Association employees at all times. No object or material of any kind is to be placed over meter location, main lines, or service lines. Failure to abide by this rule could cause termination of water service.

Bills and any other documents relating to the conduct of business of the Association will be mailed to a customer bearing the address listed on the Water User's Agreement. Should a change of address become necessary, it is the responsibility of the customer to file in writing at the Association's water office such change. Not receiving a monthly bill does not excuse customer from obligation of owing or paying monthly bills and penalties where applicable.

The Water Association has no commitment to anyone beyond its meter set except to supply water. The Association is not responsible for any damage to any customer's plumbing, fixtures, or personal property.

Customer acknowledges receipt of this Water User's Agreement and agrees to abide by it.

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

- (1) Nonpayment by the due date will be subject to a penalty of ten percent of the delinquent account.
- (2) Nonpayment within thirty days of the due date may result in the water being shut off at the meter.
- (3) In the event it becomes necessary for the Association to shut off the water from a customer's property; a fee of \$25.00 will be charges for reconnection of the service.

Tap fee in the amount of \$ _____ and extra footage charge of \$ _____ is hereby acknowledged and is applied for membership and installation.

I witness whereof; we have hereunto executed this agreement this _____ day of _____, 20____ in duplicate of original.

_____, _____
Owner Title Spouse if applicable

Landowner shall be responsible for payment of all bills and services rendered to this property.

If Land Contract

Spouse if applicable

By: _____
Gallia Rural Water Assn., Clerk