

Crab Orchard Utility Water Contract

The undersigned parties contract and agree to the following terms and provisions:

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, the UTILITY agrees to furnish service to the service address listed herein, and the CUSTOMER agrees to purchase services from the UTILITY, subject to the terms and conditions herein set forth.

The Customer authorizes the Utility permission to use any means available for contact.

1...The Crab Orchard Utility District, hereinafter referred to as the "UTILITY", agrees to furnish water to the CUSTOMER, for residential or commercial purposes, subject however to the terms stipulations and conditions hereinafter set forth and the rules and regulations of the UTILITY as the same now exist or as they may be hereafter amended, modified or promulgated.

2...The obligations of this contract shall be binding upon the executors, administrators and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of the UTILITY.

3...The CUSTOMER is an owner or lessee of the premises to be served by this contract. The address of the CUSTOMER is stated below.

4...It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify the UTILITY in order that it may execute a new contract with the successor CUSTOMER.

5...The premises to be served by this contract includes only one (1) residence or business located on said premises.

6...It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, the UTILITY may cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY, after the payment of all rates and charges have been made by the CUSTOMER.

7...The amounts due from the CUSTOMER upon receiving service is a fee of: **\$50.00 for owners and \$75.00 for renters, which is not refundable.**

8... Services provided by the UTILITY shall be supplied only to the applicant at the address named in this contract. CUSTOMER **shall not connect any other dwelling or property to this service.**

9...The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of the UTILITY.

10...Water shall be used by the CUSTOMER to supply the house or business described in this contract and neither the CUSTOMER nor anyone else shall have the right to use or permit to be used, water at any other house or at a different location than provided for herein. Nor shall any CUSTOMER supply any other persons or families with water or suffer it to be taken from the premises except with the written consent of the UTILITY.

11...The UTILITY or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. The UTILITY assumes no liability operation or maintenance of the CUSTOMER'S plumbing.

12...The CUSTOMER grants to the UTILITY and its representatives the right to enter CUSTOMER'S property for the purpose of reading the water meter and for the further purpose of repairing or maintaining any property of the UTILITY which is located on the property of the CUSTOMER.

13...**The CUSTOMER agrees to keep the property at the service address accessible and free from impediments included but not limited to: not to be fenced-in, clear of trees, bushes, shrubs, structures, vehicles and equipment to UTILITY access, maintenance and meter reading. Upon notification from the UTILITY, the customer agrees to remove any impediments to UTILITY access. If such impediments are not removed within such reasonable time as requested by the UTILITY, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.**

14...The CUSTOMER agrees to prevent the waste of water. The UTILITY shall have the right to decide what is waste of water and to restrict the use thereof.

15...The UTILITY shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The UTILITY shall not be liable for failure to furnish service for any reason beyond its control, or for any injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.

16...The UTILITY may at any time determine the maximum amount of water that may be used by the CUSTOMER and limit and fix the amount of water which will be provided to CUSTOMER. If the CUSTOMER fails to comply with the uses so specified, service shall be discontinued.

17...All pressure regulators, valves, service lines, backflow preventors and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER. No pump may be installed on potable water lines without the written permission of the UTILITY.

18...CUSTOMER agrees not to allow any cross-connection between UTILITY service and a private well or spring or any other connection, either inside or outside of any building, in such manner that a flow of water from such connection may potentially be introduced into UTILITY service lines.

19... All requests for disconnection of service should be made either in writing or in person if possible. The UTILITY will make every effort to respond within a reasonable time.

20... If the applicant fails to connect to the system when service is available and a tap is made, the CUSTOMER will pay the minimum bill.

21...If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge according to it Rates and Fees Schedule.

22...The CUSTOMER agrees that in the event any utility property is damaged, destroyed or tampered with by the fault of the CUSTOMER, it shall be repaired or replaced at the CUSTOMER'S expense and shall be subject to the fees and charges set forth in the utility's "Theft & Tampering policy".

23...The UTILITY shall have the right to estimate or prorate any bill when conditions beyond the control of the UTILITY prevent normal billing procedure.

24...If the CUSTOMER, after signing this CONTRACT does not take the service for any reason, the CUSTOMER shall reimburse the UTILITY for any expenses incurred.

25...The receipt by the UTILITY of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate the UTILITY to render such service. If the service cannot be supplied in accordance with the UTILITY'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of the UTILITY to the applicant for such service shall be limited to the return of any fees paid to the UTILITY by such applicant.

26...CUSTOMER agrees that this document is only an APPLICATION for service and shall not be effective as a CONTRACT until approved by an official of the UTILITY. If the service in the opinion of the UTILITY cannot be supplied, the liability of the UTILITY to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by the UTILITY.

27...As condition of service, the property owner shall provide at no cost a suitable place for the installation of the meter and related equipment and give an easement to the UTILITY for said location. If for any reason a CUSTOMER wishes to have their meter relocated (any time after the initial installation) the CUSTOMER must pay all cost incurred for the relocation. If the UTILITY at any time determines that the CUSTOMER has altered the area where the meter was initially installed, and this area is no longer a suitable location as determined by the UTILITY, the customer must pay all cost incurred by the UTILITY to relocate the meter.

28...**The Utility bills for services monthly, the bills are mailed in bulk at the US Post Office. The Utility cannot guarantee the delivery of its bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibility of paying the bill.**

29...If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.

By my signature, I obligate myself to obey all rules and regulations of the utility and pay for all utility service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of non-payment or unauthorized partial payment, I agree that the utility may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorneys fees. It is further understood that the UTILITY has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any UTILITY matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.

The meters will be read between the 5th and the 25th of each month. Bills will be mailed to customers on or before the first day of each month. Bills can be paid without penalty until the 15th of each month, after the 15th a 10% penalty will be added to the bill. Accounts not paid in a timely manner each month will be subject to be discontinued (cutoff) and ***fee of \$50 will be charged for reconnection.***

All applicants requesting the installation of a new tap or the activation of an existing tap, not previously activated, for the non-refundable sum of \$ 50.00 or \$75.00, shall be required to pay the Utility's monthly minimum. Failure to pay said monthly bill shall result in the meter being de-activated.

I have read and accept the conditions of the above stated contract.