

**TUPPERS PLAINS-CHESTER WATER DISTRICT
WATER USERS AGREEMENT**

April 8, 2002

Tap No. _____

Acct No. _____

Location No. _____

This agreement entered into between the Tappers Plains-Chester Water District, a public body, hereinafter called the "District" and _____ **Transferred from** _____

a water user(s) of the District, hereinafter called "Customer".

Witnesseth

WHEREAS, the District is the owner and operator of a water utility which is organized pursuant to 6119 of the Ohio Revised Code.

WHEREAS, the Customer desires to purchase water from the District and to enter into a water users Agreement as required by the Rules and Regulations of the District.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The District shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described property:

County _____ **Township** _____ **Section** _____ **Acreage** _____

Mailing Address _____

Service Address _____

Phone: _____ **Cell:** _____ **Email:** _____

The Customer agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Customer for the purpose of ingress to and egress from the above described lands.

The customer shall install and maintain at the Customer's 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 District at the nearest place of desired use by the Customer, provided the District has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Customer agrees to comply with and be bound by the Rules and Regulation of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer also agrees to pay for water at such rates, times, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out by the District's Rules and Regulations, or which may be hereafter adopted and imposed by the District.

The District shall purchase and install a cutoff valve and may also include a water meter in each service. The District shall have exclusive right to use such cutoff and water meter.

The District shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to customers in the event of a water shortage; and may shut off water to a customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another property.

In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may prorate the water available among the various Customers on such basis as is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Customers and require adherence thereto or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all Customers, the District must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes. Further details can be obtained from the District under its Emergency Drought Policy.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the District's waterlines and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross-connections in the Customer's system.

The Customer shall connect the service line to the District'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 District. 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 for a period of ten (10) years.

The District shall install a pressure reducer in the meter pit if the pressure is found to be over 80 PSI at the meter pit location. The District does not place any guarantee on the individual pressure reducer placed in the meter pit. In the event that the regulator fails the District shall not be liable for any damages or water use incurred.

In the event that water service cannot be made available by the District to the Customer for reasonable cause, the District shall have the right to terminate this agreement by delivering written notice to the Customer at the earlier described property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the District's distribution system as set forth in this agreement, the Customer agrees to pay the District 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 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. For more details on the liquidated damage clause, and time frames, see the Liquidated Damage Policy.

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

1. Non payment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.
2. Non payment within thirty days from the due date will result in the water being shut off from the Customer's property.
3. In the event it becomes necessary for the District to shut off the water from a Customer's property, a fee set by the District in its rate schedule will be charged for a reconnection of the service. For more details, see the Utility Service Termination Policy.

Tap fee payment in the amount of \$ n/a is hereby acknowledged and is to apply on the total cost of materials and labor for this tap and meter installation.

IN WITNESS WHEREOF, we have executed this agreement this ___day of _____

TUPPERS PLAINS-CHESTER WATER DISTRICT

By: _____
Authorized Official

Customer, Owner

Customer, Owner

Customer

Customer

Easement Recorded _____