

**AND-TRO WATER AUTHORITY
WATER USER AGREEMENT**

THIS AGREEMENT, between And-Tro Water Authority, Tell City, Indiana, a not-for-profit water authority, organized and existing under and by virtue of the laws of the State of Indiana, Hereinafter called the "Supplier", and _____ hereinafter called the "User".

WITNESSETH:

WHEREAS, the User desires to purchase domestic water from the supplier, and to enter into a water user's agreement as required by the bylaws of the Supplier.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed; The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic purposes as the User may desire in connection with his occupancy of the following described property: Legal description;

Local mailing address: _____ Phone#: _____

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 Supplier at the nearest place of desired use by the User, provided the Supplier has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time and place as shall be determined by the Supplier, and agrees to the penalties for non-compliance with the above as set out in this agreement and in the current Rules and Regulations.

In addition to any connect fee established by the Supplier, the User agrees to pay a refundable deposit fee in the amount of \$100.00.

The Supplier shall tap the main for each service, install a cutoff valve and a water meter. The water meter shall be placed on the User's property immediately adjacent to his property line or at a point not greater than 100 feet from the distribution main, whichever is less, as agreed upon between the User and Supplier. The Supplier shall retain ownership of and have exclusive right to use such cutoff valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any allocation of water to Users in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of all Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various users on such basis as is deemed reasonable and fair by the governing Board of the Supplier, and may also prescribe a schedule of hours covering use of water for lawn and gardens and for other usage's, and may require adherence thereto or prohibit the use of water for various purposes as the governing Board of Supplier may determine in its sole discretion.

The User agrees that no other present or future source of water will be connected to any of the User's waterlines that are served by the Supplier's waterlines, and will disconnect from his present water supply prior to connecting to and switching to the Supplier's system.

The User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following each date, shall pay the equivalent of a minimum charge for each month following the date on which the Supplier install the User's meter, or on which this Agreement is signed, whichever is later. Water charges to the user shall commence on the date that service is made available.

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

- a. Non-payment within seventeen days from the due date will be subject to a penalty of 10 percent on the first \$3.00 and 3 percent on the amount over \$3.00.
- b. Non-payment within thirty days from the due date will result in the water being shut off from the User's property.
- c. Non-payment for sixty days after the original due date will allow the Supplier, in addition to all other rights and remedies, to cancel the User's Deposit and terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Supplier obligated to supply, any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against him, and the re-installation fee provided in the Supplier's Rules and Regulations, he may purchase a new Deposit and he shall be entitled to a resumption of water services subject to all regulations of the Supplier.
- d. User shall pay all costs of collections and enforcement of this agreement, including attorney fees.

User as part of the consideration for Supplier agreeing to furnish water pursuant to this agreement, User releases and discharges Supplier and all firms, corporations, and persons on its behalf liable, from all claims, damages, actions, or causes of action arising from or growing out of any and all personal injury or property damage which may occur or which may be alleged to have occurred as a direct or indirect result of the performance of this agreement by either party, specifically including, but not necessarily limited to, any interruption of water services or any defects or occurrences concerning the water lines or system of Supplier. The undersigned User hereby further expressly stipulates and agrees to indemnify and hold harmless Supplier together with all persons, firms or corporations liable on its behalf against any loss, including costs and fees, on account of any action or claim brought or made against them or any of them by User or by anyone on User's behalf, for the purposes of enforcing any claim for damages arising or growing out of the performance of this agreement by either party, specifically including, but not necessarily limited to, any interruption of water services or any defects or occurrences concerning the water lines or system of Supplier.

IN the event it becomes necessary for the supplier to shut off water from a User's property, a fee of \$50.00 will be charged for a reconnection of the service.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement, this _____ day of _____, 20_____.

Supplier: And-Tro Water Authority

Seal

ATTEST:

By: _____
David Van Winkle, Secretary

By: _____
John P. Hilgenhold, President

User:

X _____
, Customer

X _____
, Customer