

Cataract Lake Water Corporation Water User's Agreement

Date: _____

This agreement between that Cataract Lake Water Corporation, a non-profit corporation organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the supplier And _____ a member of the supplier, hereinafter called the user:

Whereas, the user desires to purchase water from the supplier, and enter into a water user's agreement as required by the by-laws of the supplier.

Now, therefore in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The suppliers shall furnish, subject to the limitations hereinafter provided for, such quantity of water as the user may desire in connection with his occupancy of the following described property located at:

Address:

_____,
the user shall install and maintain at his own expense a service line and shut off valve. Service line which shall begin at the meter and extend to the dwelling place or place of use. The service line shall connect with the distribution system of the supplier at the nearest place of the 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 as such rates, time and place or shall be determined by the supplier, and agrees to the penalties for non-compliance with the above as set out in the current rules and regulations.

In addition to any connection fee established by the supplier, the user agrees to pay a membership fee in the amount of One hundred twenty five dollars (\$125.00). The membership shall be held and applied by the supplier to the payment of the account of the user, should service to the user be terminated either voluntarily by the user or involuntarily by the supplier should the account be fully paid at the time of termination of the service to the user, the membership fee shall be refunded by the supplier with a reasonable time thereafter, with the membership certificate surrendered to the supplier.

User shall grant to the supplier an easement of twenty five feet (25) in width from the property line to ten (10) feet beyond the meter set. Said easement shall be for the purpose of ingress and egress as required for services to the line and the meter. The supplier shall tap the main for each service; install a shutoff valve, and a water meter. The water meter shall be placed on their user's property line at the point agreed upon by the supplier. The supplier shall retain ownership of and have exclusive right to the use of the shut off valve and water meter to turn it on and off. The user shall install his own shut off valve for user's service line, at the desired location of the user; the supplier will assume no responsibility to user for the user's service line from the meter setter to user's home and interior of the user's home.

The supplier shall have final jurisdiction in any allocation of water to the user 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 user's 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 user's 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 Directors of the supplier, with equitable and adjustments in charges therefore, may also prescribe a schedule of hours covering use of water for lawns and gardens and for high usages not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes, provided that, if at any time the total water supply shall be insufficient to meet all the needs of all user's for both domestic and livestock purposes before supplying water for gardens, lawns and non-essential high usages.

The user agrees to comply with the requirement of the Indiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the supplier's waterline.

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 such date, shall pay the equivalent of a minimum charge for each month following the date on which the supplier installs the user's meter, or that the service is made available.

In the event the user shall breach his contract by refusing or failing without just cause, to pay a minimum monthly water rate as established by the supplier, upon the occurrence of said event the user agrees to pay the supplier all monthly charges in arrears not adequately covered by the membership fee. In the event that this contract is breached and service is terminated, or upon order of any court, the commission, or other duly authorized public authority, or if fraudulent or unauthorized use of water is detected, or any damage to the supplier's property, the user agrees to pay all damages related to such occurrence. The user will then have thirty (30) days to reimburse the supplier for said damages. In the event the corporation must retain outside sources, including but not limited to an attorney, the user agrees to pay these fees and expenses if judgment is found against the user. Furthermore, if the supplier deems it necessary to file suit against the user, the user hereby agrees that the supplier may file such suit in any county where the supplier provides service, regarding where user resides.

The failure of a user to pay water rates duly imposed shall result in the automatic imposition of the following penalties, pursuant to the approved schedule of water rates and charges:

1. Non-payment of ten days from the due date will be subject to a penalty of 10% of first \$3.00 and 3% of any amount over the first \$3.00.
2. Non-payment within thirty days from the due date will result in the water being shut off from the user's property. A lock and shackle will be placed on the meter assembly, and only Water company employees are allowed to remove it.
3. Non-payment of sixty days after original due date will allow the supplier in addition to all other rights and remedies, to purchase the user's membership certificate 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 in arrears, and/or all penalties against him or her, and the regulations, and tariffs, he may re-purchase his membership certificate and shall then be entitled to resumption of water services subject to all regulations of the supplier.

4. In the event it becomes necessary for the supplier to shut off water from a user's property, a fee for reconnection of the service is listed below:
1. \$35.00 during regular business hours
 2. \$50.00 after business hours and holidays and Sundays

In accordance with the Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 1-202-720-5964 (voice and TDD). USDA is an "equal opportunity provider and employer."

Supplier's Seal:

CATARACT LAKE WATER CORPORATION

President of Board of Directors

Attest:

Secretary or Treasure of Board of Directors

Signature of User _____

Signature of Husband

Signature of Wife

Service mailing address

Address for Mailing

Note: Membership and billing will be in the person's name or names that sign this agreement.