

WATER USERS AGREEMENT

This agreement entered into between Cumberland Mountain Water & Fire Protection Authority, a non-profit corporation, hereinafter called the "Association"

and: _____
member(s) of the Association, hereinafter called "Member".

WITNESSTH

Whereas, the Member desires to purchase water from the Association and to enter into a WATER USERS AGREEMENT as required by the Bylaws of the Association.

Now there for, in consideration of the mutual covenants, promised, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as herein amended, such quality of water as the Member may desire in connection with the Members occupancy for the following property: _____

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

The Member agrees to comply with and be bound by the Articles, Bylaws and Rules & Regulations of the Association, now in force, or as duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time and place as determined by the Association and agrees to the imposition of such penalties for non-compliance as are set out in the Associations Bylaws and Rules & Regulations, of which may be hereinafter adopted by the Association.

The Member agrees to pay a **NON-REFUNDABLE "AVAILABLE FEE"** in the amount set forth by the Association:

**LAND OWNER \$50.00 RENTER \$100.00 HIGH RISK \$150.00 RESTAURANT \$200.00
HUNT CLUB \$200.00 ¾ METER SET \$500.00 TRANSFER \$20.00**

The Member also agrees to pay a **Connect Fee in the amount of \$20.00.**

Land Owners are required to produce Proof of Ownership. **Renters** are required to produce a Rental Receipt in the Members name. **High Risk** will be required by previous Members held in Non-compliance. A Member may **Transfer** within 90 days of beginning service, after which another Availability Fee will be required.

The Association shall purchase and install a cutoff valve to be installed with each meter set. The Association shall have exclusive right to use such cutoff and water meter.

The Association shall have final authority in any question of location of any service line connection to its system; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the Members service line for the purpose of supplying water to another user. In the event that the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water among various Members on such basis as deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members 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 the Members, the Association must first satisfy all of the needs of all members for domestic purposes and must satisfy all of the needs of the Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any waterline served by the Associations waterlines and will disconnect from the present water supply prior to connection to and switching to the associations system and shall eliminate their present or future cross-connections in the Members system.

The Member will connect the service lines to the Associations distribution system and shall commence to use water from that date the water is made available to the Member by the Association. Water charges to the Member shall commence on the date the water is made available regardless of whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Associations distribution system as set forth above, the Member agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00) 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 member 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 damage.

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

- Late Payments- after the 5th day of the month due will be subject to a penalty of (10%) of the delinquent amount.
- Non-payment after the 25th day of each month will result in the service being shut off from the Members property.

In the event it becomes necessary for the Association to shut off the water service from a Members property, a fee set forth by the Association in its rate schedule will be imposed to reconnect the service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, _____.

ACCOUNT NUMBER

METER NUMBER

AMOUNT PAID

READING

CHAIRMAN

ATTEST

MEMBER

MEMBER

In accordance with Federal Law and the U.S. Department of Agriculture's policy, this institution is prohibited from discrimination 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 to: USDA< Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, S>W>, Washington DC 20250-9410 or Call 202-702-5964 (Voice or TDD). USDA is an equal opportunity provider and employer.