

WATER USERS AGREEMENT

Martin Water System

PO Box 341

Coushatta, La. 71019

Date: _____

Reading: _____

Deposit: _____

Installation Fee: _____

This agreement, between the MARTIN WATER SYSTEM, a non-profit corporation, hereinafter called the "Association" and MARTIN WATER SYSTEM MEMBER(S) of the Association, hereinafter called "Member". NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed: The Association shall furnish, subject to the limitations set out in the Rules and Regulations and Bylaws now in force and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property: Name: _____

Service Address: _____

Phone: _____

Billing Address: _____ (if different)

THE MEMBER DOES HEREBY DECLARE THAT HE/SHE IS THE OWNER OF PROPERTY, ON WHICH HE/SHE DESIRES THE METER TO BE INSTALLED. The Association shall install a water meter, a cut-off valve and a service line which shall begin at the main line and extend to the property lines. The Association shall have exclusive right to use such cut-off valve and water meter. The service line shall connect with the water main line of the Association at the nearest place of desired use by the Member, providing the Association has determined in advance that the meter has sufficient capacity to permit delivery of water to that point. The Member grants to the Association its successors or assigns, a perpetual easement in, over, under, and upon the 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 Member for the purpose of ingress to and egress from the described land. The width of the perpetual easement once installation is complete shall be not less than fifteen (15) feet from the road right-of-way. The Member shall install and maintain at the Member'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 to the Association's water meter. The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device, if required. The Member agrees to comply with and be bound by the Articles, Bylaws and Regulations of the Association now in force, or as hereafter duty and legally supplemented, amended or changed. The member also agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for non-compliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association. The Association shall have final authority in the question of any service line connection to its water main line and 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 connection or extension to be made of the Member's service line for the purpose of supplying water to another user. In the event that total water supplies 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 available among domestic purposes before supplying any water for livestock. The Association must first satisfy all the needs of all members for domestic purposes before supplying any water to livestock and must satisfy all the needs of all 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 water lines served by the Association's water lines and will disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate his/her present or future cross-connections in the Association's systems. The Association shall have the right to check a Member's water service for connection or tee off or his/her meter to another livable structure and may shut off water to a Member who allows a connection or extension to be made to his/her service for the purpose of supplying water to another user. The Member shall connect the service lines to the Association's water meter and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the Member shall commence of the date service is made available, regardless of when 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 Association's distribution system as set forth above, the Member agrees to forfeit the membership fee previously paid to the Association. In addition, should the Member request water service at a later date, the Member shall be responsible for payment of an additional membership fee and/or a standard connection fee as established by the Association. The Association will review the reconnection fee at \$50.00 and will adjust the fee as necessary to subsidize the cost of installing the water assembly. The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non-payment by the 25th of the month shall be subject to a late fee and an interruptions in services. Initial _____
2. In the event it becomes necessary for the Association to shut off water service from the Member's property, a fee of \$25.00 shall be charged for a disconnect fee and a fee of \$25.00 will be charged for reconnecting the service. Initial _____
3. Membership Fee & Installation Fee are NON-REFUNDABLE: Initial _____
4. The customer is responsible from the Check Valve to his residence. Initial _____

MemberSignature _____ Date: _____