

Prairie Land Water Association

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Application For Membership and Water Service

Water Users Agreement

This agreement entered into between the Prairie Land Water Association, Inc., hereinafter called the "Association" and _____, member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to purchase water from the Association and enter into a water users agreement as required by the Bylaws of the Association. 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 Association shall furnish, subject to the limitation set out in its Bylaws and Schedule of Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following address:

Name: _____ Home Phone # _____

Social Security/Drivers License # _____ Work Phone # _____

Mailing Address _____

Service Address _____

If Service address property is a rental property, Give Name, Address & Phone # of Landlord _____

The Member agrees to grant to the Association, 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 to the Member for the purpose of ingress to and egress from the above-described lands.

The Member has received and agrees to comply with and be bound by the Association's Schedule of Rules and Regulations, now in force, or as hereafter duly 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's Schedule of Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a non-refundable \$25.00 Membership fee and applicable fees as described in the Association's Schedule of Rules and Regulations also, Member agrees to pay a Deposit in the amount of \$ _____. In the event service to Member is Terminated, either voluntarily by the Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the Association within a reasonable time shall refund the deposit thereafter.

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 present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the Member's system.

The Member shall connect the service line 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 on the date service is made available, regardless of whether the Member connects to the system.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the penalties set fourth in the Association's Schedule of Rules and Regulations.

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

WITNESS

MEMBER

Acct # _____ Start Reading _____ Sequence # _____ Meter Size _____

Brass Meter # _____ Customer # (Serial #) _____ MXU # _____

Deposit \$ _____ Membership \$ _____ Installation \$ _____ Other \$ _____ Total \$ _____

Member Check # _____ Builder Check # _____ Rate Code # _____