

## Watson Water Company Incorporated Water Users' Agreement

THIS AGREEMENT, between the Watson Water Company, a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Company, and

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a member of the Company, hereinafter called the Member.

### WITNESS:

WHEREAS, the Member desires to purchase water from the Company, and to enter into a water users agreement as required by the by-laws of the Company.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed.

The Company shall furnish, subject to the limitations hereinafter provided for, such quantity of water as the Member may desire in connection with its occupancy of the following described property:

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The Member shall install and maintain at its own expense a service line which shall begin at its property line and extend to the dwelling and other portion of its premises.

The Member's service line shall connect with the distribution of the Company at the nearest place of desired use by the Member, provided the Company has determined in advance that the Company water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time and place as shall be determined by the Company.

The Company shall purchase and install a cutoff valve and may also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and the Company. The Company shall retain ownership of, and have exclusive right to use such cutoff valve and water meter and to turn it on and off.

The Company shall have final jurisdiction in any question of location of any service line connection to its distribution system; it shall determine the allocation of water to Members in the event of a water shortage.

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

- A. Non-payment seventeen (17) days after the mailing date will be subject to a penalty of ten (10) per cent of that part of the delinquent account which does not exceed \$3.00, plus three (3) per cent of any delinquent amount in excess of \$3.00.
- B. Non-payment thirty (30) days after the mailing date will result in the water being shut off from the Member's property. An additional \$40.00 penalty as set forth in the last paragraph of this Agreement will be assessed against the Member's account if payment is not received before the date of disconnection shown on the disconnection notice mailed to Member.
- C. Non-payment for sixty days after original (1<sup>st</sup>) mailing date will allow the Company, in addition to all other rights and remedies to purchase the Member's Membership Certificate and terminate its membership, and, in such event the Member shall not be entitled to receive, nor the Company obligated to supply, any water under this agreement.
- D. Member shall not be entitled to receive, nor the Company obligated to supply, any water under this agreement.

In the event it becomes necessary for the Company to mail a disconnection notice to a Member for non-payment, a penalty of \$40.00 will be charged if payment is not received before the date of disconnection shown on the notice mailed to the Member.

IN WITNESS THEREOF, we have hereunto executed this agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Member

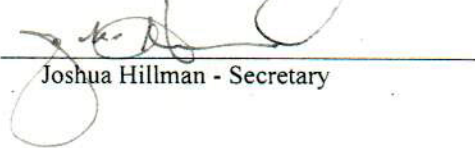
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Member

WATSON WATER COMPANY, INC. by: 

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Dennis Hill - President

  
Joshua Hillman - Secretary