

ELLIS WATER CO., INC.
WATER USER'S AGREEMENT
(Revised April 2018)

This agreement, between the ELLIS WATER CO., INC., a nonprofit 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 farmstead or domestic water from the SUPPLIER, and to enter into water USER'S agreement as required by the bylaws of the SUPPLIER. Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The SUPPLIER shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the USER may desire at his place of occupancy or property.

If water service does not currently exist at the dwelling or place of use, the USER must pay a new service connection fee as determined by the SUPPLIER. When the connection fee is paid, the SUPPLIER shall tap the main for each service and install a cutoff valve and a water meter. The water meter shall be placed on the USER'S property immediately adjacent to his property line at a point agreed upon between the USER and the SUPPLIER. The USER shall maintain and provide clear access to the meter pit at all times. The SUPPLIER shall retain the ownership of and have exclusive right to use such cutoff valve and water meter and to turn it on or off. The SUPPLIER retains ownership of all parts and equipment within the meter pit. The SUPPLIER will replace any part that fails under normal conditions, at no cost to the USER. The USER will be responsible for any broken or damaged parts caused by tampering, neglect, or misuse.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the SUPPLIER at the nearest place of 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.

EACH RESIDENCE AND OR BUSINESS MUST BE SUPPLIED BY ITS OWN METER. THE SUPPLIER WILL TERMINATE SERVICE TO THE USER WHO ALLOWS A CONNECTION OR EXTENSION TO BE MADE TO THEIR SERVICE LINE FOR THE PURPOSE OF SUPPLYING WATER TO ANOTHER USER, RESIDENCE OR COMMERCIAL PROPERTY OWNED BY THE USER.

The USER agrees to pay for the water at such rates, time, and place as shall be determined by the SUPPLIER, and agrees to the penalties for non-compliance with the above as set out in this agreement. The USER shall pay a service charge, in the amount of \$30.00 for all returned checks per account. **Payment must be made in cash, credit card or money order if check is returned within 36 hours of being notified by the SUPPLIER.**

If the USER is the legal landowner residing at or personally using the property, they must pay the sum of \$50.00, which includes a non-refundable Membership Fee, in the amount of \$10.00, and a refundable Security Deposit, in the amount of \$40.00. If the USER is the legal landowner and is renting or leasing the service location to a third party, they must pay the sum of \$110.00, which includes a non-refundable Membership Fee, in the amount of \$10.00, and a refundable Security Deposit, in the amount of \$100.00. If the USER has a deposit and membership fee on file for another SUPPLIER serviced location that they are the legal landowner of, they will not have to pay the Membership Fee portion of the Security Deposits listed above. If the USER has paid for the installation of a new meter service, the Membership Fee and Security Deposit are included in the cost. The SUPPLIER will return the Security Deposit to the USER when the final bill is paid. **The Security Deposit cannot be applied to any outstanding balance due on an account. The USER**

will forfeit the Security Deposit, if the final bill is not paid within 60 days. The SUPPLIER reserves the right to increase the refundable Security Deposit of any USER.

The SUPPLIER shall have jurisdiction in any allocation of water to the USER during water shortages, or when the total water supplied is insufficient to meet all the needs of the USER'S. The SUPPLIER may prorate the water available among the various USERS on such basis as is reasonable and fair by the governing BOARD OF THE SUPPLIER, with equitable and adjustments in charge therefore, may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usage's not of essential nature. The SUPPLIER 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 the USERS, the SUPPLIER must satisfy all the needs of all USERS domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all USERS for domestic and livestock purposes before supplying any water for gardens, lawns, and non-essential high usage. The SUPPLIER will make an effort to notify the USER in the event of water shortages or when water service is disrupted as a result of a main break, repairs or other factors which preclude the delivery of water to the USER. **The SUPPLIER is NOT responsible for loss and or damage to personal property, pets, livestock, or crops.**

The USER agrees to comply with the requirements of the INDIANA STATE BOARD OF HEALTH that no other present or future source of water will be connected to any waterline provided by the SUPPLIERS' water line, except from a water source and through a protective device both approved by the State Board of Health. The USER will disconnect from present supply before connecting to and switching to the SUPPLIER'S system unless the Indiana State Board of Health approves such supply and connection.

The USER shall connect his service lines to the SUPPLIER'S distribution system at the SUPPLIER'S meter and shall commence to use water for the system on that date that the water is made available to the USER by the SUPPLIER. If no water is used for a period following such date, the USER shall pay the equivalent of a minimum charge for each month following the date on which the SUPPLIER installs the USER'S meter, or on which this agreement is signed, whichever is later. Water charges to the USER shall commence on the date that service is made available.

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

- a. Non-payment on the due date will be subject to a penalty of fifteen (15) percent.
- b. Non-payment within fourteen (14) days of the last bill due date will result in a shut off notice being sent. If the shut off notice is not paid by the date shown, the SUPPLIER may disconnect or lock-out water service from the USER'S property.
- c. Non-payment for sixty (60) days after original due date will allow the SUPPLIER in addition to all other rights and remedies, to 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 charges against the account, and repurchase a membership, they shall be entitled to a resumption of water service subject to all regulations of the SUPPLIER. **The SUPPLIER reserves the right to increase the refundable Security Deposit of any USER.**

If the SUPPLIER disconnects the water service at the USER'S property, a penalty fee of \$50.00 will be charged in addition to the outstanding balance due on the account. The USER must pay the penalty fee and the outstanding balance with cash, credit card, or money order. The SUPPLIER **will not** accept personal checks to have the service restored or to have the account cleared. If service is required to be reconnected outside of normal business hours, a \$75.00 penalty fee will be charged in addition to the outstanding balance. Reconnection outside of normal business hours is at the discretion of the SUPPLIER.

Following the termination of this agreement either voluntarily or involuntarily, the USER will be responsible for any outstanding balance and or penalties left on the account. If payment is not made within 60 days following termination, the SUPPLIER may seek additional assistance to recover the outstanding balance. Any legal or other collection fees incurred by the SUPPLIER will be paid by the USER. **The USER will also forfeit any Security Deposit on file with the SUPPLIER.**

“This institution is an equal opportunity provider and employer.” If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request a form. You may also write a letter containing all the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Ave, S.W. Washington, D.C. 202509410, by Fax (202) 690-7442 or e-mail at program.intake@usda.gov.

USER: _____ Date: _____

USER: _____ Date: _____

ATTEST:

Treasurer, Ellis Water Co., Inc.

President, Ellis Water Co., Inc.