

**Town of Tennyson, Indiana
WATER USERS' AGREEMENT**

This agreement, between the Town of Tennyson, Indiana, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Supplier and, _____ a customer of the Town, hereinafter called the User:

WITNESSETH

WHEREAS, the User desires to purchase water from the Supplier, and to enter into a water user's agreement as required by the ordinances 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 purposes as the User may desire in connection with his occupancy of the following described property:

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.

The User agrees to pay for water at such rates, time, and place as shall be determined by the Supplier, and agrees to the penalties for noncompliance with the above as set out in the current Rate and Use Ordinances.

In addition to any connection fee established by the Supplier, the User agrees to pay a meter deposit in the amount of \$100.00, which is refundable.

The Supplier shall tap the main for each service, 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 Supplier shall retain ownership of and have exclusive right to use such cutoff valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any allocation of water to User in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet the need of all the Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such basis as is deemed reasonable and fair by the governing Board of the Supplier, with equitable adjustment in charges therefor, may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usages not of essential nature, and 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 of the needs of all of the Users, the Supplier must first satisfy all of the needs of all Users for domestic and livestock purposes before supplying any water for gardens, lawns and non-essential high usages.

The User agrees to comply with the requirement of the Indiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Supplier's waterlines, except from a water source and through a protective device both approved by the State Board of Health and will disconnect from his present water supply prior to connecting to and switching to the Supplier's system unless such supply and connections is approved by the Board of Health.

The User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following such date, 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 the 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 within fifteen days of the due date will be subject to a penalty of ten (10) percent of that part of the delinquent account which does not exceed \$3.00, plus three (3) percent of any delinquent amount in excess of \$3.00.
- b. Non-payment within thirty days of the due date will result in the water being shut off from the User's property.
- c. Non-payment for sixty 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 charged against him, and the re-installation fee provided in the Supplier's Ordinance and Rules and Regulations, he shall then be entitled to a resumption of water services subject to all regulations of Supplier.

In the event it becomes necessary for the Supplier to shut off the water from a User's property, a fee of **\$75.00** will be charged for a reconnection of the service. In the event of default in payment, then User agrees to pay the court costs and reasonable attorney's fees for collection to Supplier.

This agreement is subject to the rates and charges as adopted by Ordinance of the Town of Tennyson. The Town of Tennyson reserves the right to amend its Ordinance for Rates and Charges for the Water Usage as permitted by law from time to time. Any increase in Rates and Charges shall govern the terms of this user agreement between the parties from the date of the adoption of an amended ordinance.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20__.

SUPPLIER:

TOWN OF TENNYSON, INDIANA

By _____

USER:

GUARANTEE

The undersigned being all of the landowners of the subject real estate upon which the water service is being supplied, agrees to guarantee the payment of the water bill provided for service rendered by the Town of Tennyson to the User. In the event the User fails to make payment as required by this contract, then the undersigned Guarantors will upon notification make the payment required by this agreement including reasonable costs of collection and attorney's fees should suit be required for payment.

Witness

Guarantor

Witness

Guarantor