

PUBLIC WATER SUPPLY DISTRICT NO. 9 WATER USER'S AGREEMENT

The undersigned, being the owner or occupier of land located within the above Public Water Supply District; hereby makes application to said District for a water service connection at the address listed below and agrees to the following conditions:

New Meter Service: Parcel/Tap # _____ Account # _____

1. To become a water user of the District, the undersigned agrees to pay the District a \$_____ meter installation charge. The connection charge will not be refunded if the water service is made available to the undersigned, but the meter deposit will be refunded upon application when service is disconnected and all charges and bills are paid. The undersigned will have no claims for or to any interest on said monies.
2. The meter installation charge in paragraph 1 is the minimum meter installation and service line charge. If due to cutting and repairing concrete or asphalt streets or sidewalks, the cost of the installation is greater than the amount paid, then the undersigned agrees to pay for the additional cost after the job has been completed and the total cost has been determined by the District.
3. The undersigned agrees that in the event the District is unable to provide water service from its established system of mains and connections as constructed, or if it is not feasible for the District to extend its lines to reach the undersigned, then it is understood that this agreement shall be null and void and the monies paid in paragraph 1 hereof shall be refunded to the undersigned applicant.
4. To the additional following conditions also regulating Existing Meter Services:

Existing Meter Service: Parcel/Tap # _____ Account # _____

1. To pay a minimum monthly water charge following the fee schedule, for the water service connection from the time the service is made available by the District, whether or not water is being used, and to pay for additional water used at the fee schedule adopted by the Board of Directors as the same may from time to time be amended. The undersigned agrees to pay for all water charges and all water recorded on the meter until the meter has been disconnected or until a new water user executes a new water user agreement with the District.
2. The Rules and Regulations of the District provide that the District will read the water meters and send out a monthly bill. Bills are due and payable following the close of the period for which service was rendered following the fee schedule. The customer has the responsibility for contacting the Water District if the customer does not receive the bill during the billing cycle or doesn't receive it at all. Nonpayment of the bill shall result in discontinuance of the service and a reconnection charge if reconnected following the fee schedule.
3. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that the undersigned will not extend or permit the extension of pipes for the purpose of transferring water to another, nor will the undersigned share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District, unless agreed to by the Board of Directors in writing.
4. If after water service is made available the same is disconnected or discontinued for any purpose pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out by the Bylaws and the Rules and Regulations of the District.
5. The District reserves the right to discontinue water service at this water service connection without further notice if Bylaws, Rules and Regulations, and Policies have not been followed.
6. The undersigned agrees that the undersigned will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
7. All water service installations are and shall remain the property of said District.
8. The undersigned agrees that in the event any part of the water system of the undersigned constructed, expanded, modified, or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter serving the undersigned and shall have the right to sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time to time hereafter be redefined by it.
9. The laws of the State of Missouri, the Bylaws of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein and the undersigned agrees to comply with the same.
10. Applicant assumes all responsibility for any open outlets when service is turned on resulting in water loss or damage.
11. "This service is provided on an equal opportunity basis".

Owner _____ Renter _____ Residential _____

Date _____ Date service wanted _____ Leave on per Owner _____ Commercial _____

Location Address _____ Lot (if known) _____

Company Name (if applicable) _____

Mailing Address _____

City _____ State _____ Zip + 4 _____ - _____

Primary Phone # _____ Secondary Phone # _____

Drivers License # _____ Soc. Sec. # _____

Birthdate _____

Name: Last _____ First _____ Middle Initial _____

(Print or type name of Applicant)

Deposit Amount \$ _____

\$10 Process Fee _____

\$10 Connect Fee _____

\$10 Same Day Service _____

\$10 Transfer Fee _____

TOTAL PAID \$ _____

Cash _____ Credit Card _____ Check # _____

DEEP WELL ON PROPERTY
YES NO

Withhold name from solicitor

(Signature of Applicant)

Water to be left ON _____ OFF _____ New Customer Packet presented to customer _____

Revised 09/23/2008