

**EASTERN BARTHOLOMEW WATER CORPORATION**  
**MEMBERSHIP AND WATER USER'S AGREEMENT**

This agreement, between EASTERN BARTHOLOMEW WATER CORPORATION, a not-for-profit 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:

**WITNESSETH**

WHEREAS the User desires to purchase water from the Supplier, and to enter into a water users' agreement as required by the by-laws 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 quality of water for domestic and farmstead 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 using, for new or replaced installations, class 160 lb. pressure pipe or better, which shall begin at the meter and extend to the place of use. The User shall be responsible for control of excessive pressure beyond the meter, should any exist. 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 non-compliance with the above as set out in the current Rules and Regulations. The User further agrees that if it becomes necessary for the Supplier to refer any debt of the User to an attorney for collection due to failure to pay, the User will pay all reasonable attorney fees and court costs incurred as part of such collection.

In addition to any connection fee established by the Supplier, the User agrees to pay a membership fee in the amount of \$100.00 dollars, which is not refundable.

The Supplier shall tap the main for each service, install a cut-off 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 or at the nearest point of the User that the Supplier determines to be capable of installing. The Supplier shall retain ownership of and have exclusive right to use such cut-off valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any allocation of water to Users 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 the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all the needs of all users, or in the event there is a shortage of water, the Supplier

shall 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 adjustments in charges thereto, and 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 purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for gardens, lawns and nonessential high usages.

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 water lines served by the Suppliers water lines, 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 connection to and switching to the Supplier's system unless such supply and connection 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 seventeen days from the mailing 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 from 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 reinstallation fee provided in the Supplier's Rules and Regulations, he shall then be entitled to a resumption of water service subject to all regulations of the Supplier.

In the event it becomes necessary for the Supplier to shut off the water from a user's property, a fee of \$30.00 will be charged for a reconnection of service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
SUPPLIER: EASTERN BARTHOLOMEW WATER CORPORATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

USER:  
\_\_\_\_\_