

Mailing Information:

Service Address:

Phone #

THIS AGREEMENT is made between Warren Water District and the person(s), firm or corporation first-name above (the subscriber) and PROVIDES AS FOLLOWS:

1. At the location shown above, Warren Water District shall provide the subscriber, as soon as practicable, with such quantity of water for domestic and farm purposes as the subscriber presently desires for the subscriber's use or occupancy of such real estate, subject to the conditions and limitations stated below.

2. Immediately upon execution of the Agreement, the subscriber shall pay to Warren Water District a fee of \$_____ to connect to Warren Water District's planned water distribution system. Subscriber shall be responsible for any additional cost necessary to complete installation ie: damage and right of way charges.

3. Beginning from Warren Water District final delivery point, upon the real estate described above as determined by Warren Water District, the subscriber shall have a qualified person install and maintain at the subscriber's sole expense, appropriate water-service piping and apparatus to meet the subscriber's present water needs: provided, however, that the subscriber's water service piping and apparatus shall not be connected in any manner to any source of water other than Warren Water District distribution system.

4. Warren Water District shall provide at or near final delivery point and at Warren Water District's expense an appropriate cut-off valve and water meter on the Warren Water District water distribution system. Such cut-off valve and water meter shall be and remain the sole property of Warren Water District and shall be for its exclusive use. Warren Water District shall have the right of access to the cut-off valve, water meter, and distribution line. Subscriber shall guarantee proper protection for the company's property placed on the subscriber's premise and shall permit access to it only by authorized representatives of the company. Subscriber shall guarantee the water service meter will be unobstructed and accessible at all times and will not place anything on or around meter pit.

5. If the subscriber fails or refuses, after having signed this subscription agreement and once water becomes available from Warren Water District, to connect to final point or to pay each month the minimum water use rate, as periodically adjusted by the Board of Directors, for a minimum period of 60 months, the subscriber shall immediately make a lump sum payment to Warren Water District equal to the average initial project development cost per subscriber based upon the total initial cost of the Warren Water District water supply, treatment, transmission and distribution system.

6. The subscriber may not allow any other person, firm or corporation to receive water supplied to the subscriber by Warren Water District without prior written approval from Warren Water District Board of Directors.

7. If Warren Water District should declare that a water shortage exists at any location within the Warren Water District water distribution systems, the subscriber hereby consents to an allocation of water by the Warren Water District Board of Directors on such basis as the Warren Water District Board of Directors may deem equitable in consideration of the following order of priority uses: basic and necessary domestic uses; livestock watering purposes, all other purposes such as lawn and gardening.

8. The minimum monthly charge, and rate schedule, shall be established by the Board of Directors.

9. Due to presently limited design capacity, Warren Water District does not guarantee to any subscriber that unplanned future increases in water demand can be met,

10. In addition to the remedies provided in Paragraph Five (5), if the subscriber fails to fully and timely pay all water charges duly imposed, including the minimum monthly charge, and then and without further notice to the subscriber, the following remedies may be applied by Warren Water District:

a. Non-payment Fifteen (15) days from the due date will subject the subscriber to a penalty of up to 10 percent of the sum then due and unpaid;

b. Non-Payment within Thirty (30) days of the due date shall entitle Warren Water District to shut off supply of water.

c. Non-Payment within sixty (60) days of the due date, it shall be the sole option to the Warren Water District Board of Directors to terminate the subscribers privilege to receive water from the Warren

Water District water distribution system; notice of such proposed termination shall be given to the subscriber by mail at least ten (10) days in advance of the planned termination; and

d. Such other legal and equitable remedies as allowed by law.

11. The subscriber further agrees to comply with the terms and provisions of the Water Users Agreement as may be from time to time amended and further agrees to comply with the rules and regulations of the Warren Water District as may be from time to time amended as provided by the Warren Water District Board of Directors.

12. The subscriber may, at any time after water is first provided by the Warren Water District water distribution system, elect to terminate this Agreement, such termination shall become effective upon the subscriber's compliance with numbered Paragraph Five (5) above and upon written notice.

13. Immediately upon execution of this Agreement, the subscriber shall convey to the Warren Water District, without further consideration, a Limited Easement suitable to Warren Water District concerning the real estate described above for the construction, operation, and maintenance of the water system and its appurtenances.

Signed the _____ day of _____, 20__

WARREN WATER DISTRICT
Web Form

Member

Member