

Deposit amount paid: _____
Tap amount paid: _____
WO# Deposit file: _____

Account No: _____
Serial No: _____
Location: _____
Beginning Read: _____

WATER USER AGREEMENT

This Agreement entered into between _____ whose mailing address

is: _____, and whose 911 address is

_____ ; telephone number is _____, hereinafter called
"USER" and the Black Mountain Utility district hereinafter called the "SUPPLIER".

WHEREAS, the USER, desires to purchase water from the SUPPLIER; the USER hereby enters into this
Water user's 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 by the parties hereto as follows:

THE SUPPLIER shall furnish, subject to the limitations set out in its By-laws, Rules and Regulations now
In force or as hereafter amended, such quantity of water as the USER may desire in connection with the
Property to be served by this agreement. The property to be served is RESIDENCE/MOBILE HOME/
BUSINESS, etc., located on _____. Property Owner (If other than user) _____ and
telephone number is _____.

The USER shall install and maintain, at his own-expense, a service line, with cut off valve, and back flow
preventer, which shall begin at the meter and extend to the dwelling or place of use, there should be a
pressure reducing valve (PRV) at the dwelling or place of use. The location of the water meter on the
property will be determined by the SUPPLIER AND EXTEND NO MORE THEN FIFTY FEET FROM POINT OF
TAP. The SUPPLIER shall purchase and install a SETTER WITH CUT OFF VALVE AND WATER METER. The SUPPLIER
shall have exclusive right to use such setter and water meter. Suggested matials are as such 3/4 inch CTS line
(BLACK OR BLUE) thirty inches in depth and tracer line.

The USER shall connect his service line to the water distribution system and shall commence to use water from the
system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE
SERVICE IS MADE ABAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE
STSTEM.

The USER agrees to pay a connection fee of \$ _____ for a new project tap and \$1,000.00 for all other taps to the
SUPPLIER. If the water system is constructed, but the property covered by this agreement is not reached by the SU
PLIER'S water line, the connection fee will be fully refunded to the USER. Construction of water lines to serve the
property covered under this agreement depends upon feasibility, availability of funds for construction and
approval of all local, state and federal agencies having jurist diction over this type of facility. THE SUPPLIER DOES
NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

The USER agrees to comply with and be bound by the Articles, By-laws, Rules and Regulations of the SUPPLIER,
now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay
for water act such rates, time and place as shall be determined by the SUPPLIER, and agrees

To the imposition of such penalties for non-compliance as are now set out in the SUPPLIER'S By-laws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth in this Agreement, the USER agrees to pay the SUPPLIER a lump sum of _____ as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable fore case of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all the needs of 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 equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the SUPPLIER must first satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his system.

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

1. Nonpayment within 10 days from the due date may be subject to a penalty on the delinquent account.
2. Nonpayment within 30 days from the due date will result in the water being shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S Property, a fee of \$25.00 will be charged for a reconnection of the service. Supplier may wait up to 24 hours to reconnect services.

It is understood and agreed that the SUPPLIER reserves the right to determine the size and location of the meter to be used to supply water to the USER. A 5/8-inch by 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by trailer parks when trailers are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, an easement in, over, under and upon land owned and agreed to by the USER, with the right to erect, construct, install and lay and thereafter use, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities. This agreement is for location of meter to service USER only.

IN WITNESS WHEREOF, we have executed this Agreement this _____ day of _____, 20_____.
BLACK MOUNTAIN UTILITY DISTRICT (SUPPLIER) by representative _____ 20_____
WATER USER (PLEASE SIGN FULL NAME AS WELL AS MAIDEN NAME)

NAME: _____ LAST FOUR OF SS# _____

SPOUSE'S NAME: _____ LAST FOUR OF SS# _____