

HOUSE \_\_\_\_\_

TRAILER \_\_\_\_\_

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**WATER USERS AGREEMENT**

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This Agreement entered into between the Stringer Water Works Association, Inc., a non-profit corporation, hereinafter called the "Association", and \_\_\_\_\_, member(s) of the Association, hereinafter called "Member".

**WITNESSETH**

**WHEREAS**, the Member desires to purchase water from the Association, and to enter into a water users agreement as required by the Bylaws of the Association.

**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 Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations, now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of property being serviced by the water line.

The Member hereby grants unto the Association, its successors and assigns, a thirty (30) foot perpetual easement in, over, under and upon the Member's property, parallel to the county road right of way, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the property.

The Member shall install and maintain, at the Member's 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 Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed.

The Member also agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay an installation fee in the amount of \$ \_\_\_\_\_, which is non-refundable.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff and water meter.

The Association shall have final authority in any question of location any service line connection to its distribution system; shall determine allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the

needs of all of the Members, the Association must first satisfy all of the needs of all members for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any waterlines served by the Association's waterline, and will disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the Member's system.

The Member shall connect the service lines to the Association's distribution system, and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00), 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 Member in either of the respects set forth above 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 forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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

1. Nonpayment by the fifteen (15<sup>th</sup>) day of the month will be subject to a penalty of ten percent (10%) of the delinquent amount.

2. Nonpayment after the thirtieth (30<sup>th</sup>) day of the month will result in the water being shut off from the customer's property.
3. The Association shall assess all costs of collection of a delinquent account, including a reasonable attorney's fee, to Member.
4. By executing this Water Users Agreement, Member authorizes Association to take all steps necessary to collect any delinquent amounts, including, but not limited to, filing a lien against the real property upon which the meter is placed, employing a debt collector and/or reporting account information to credit bureaus.
5. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the Association in its rate schedule will be charged for a reconnection of the service.

*By executing this Water Users Agreement, Member agrees that Member has followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.*

**IN WITNESS WHEREOF**, we have executed this Agreement, this the \_\_\_\_\_ day of \_\_\_\_\_, AD, \_\_\_\_\_.

**STRINGER WATER ASSOCIATION, INC.**

**BY:** \_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**MEMBER**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

(SEAL)

**STATE OF MISSISSIPPI  
COUNTY OF JASPER**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is President of the Board of Directors of Stringer Water Works Association, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized to so do.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My Commission Expires:

**STATE OF MISSISSIPPI  
COUNTY OF JASPER**

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she/they signed the above and foregoing instrument.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My Commission Expires: