

**WATERWORKS DISTRICT NO. 2, PARISH OF BEAUREGARD
WATER SERVICE & USER AGREEMENT**

Account # _____

This Water Users Agreement is entered into by and between the **Waterworks District No 2, Parish of Beauregard**, a public body corporate, hereinafter call the District and, a user of the District, hereinafter called the user,

(Name) _____ (DL#) _____

(Name) _____ (DL#) _____

2ND Form of I.D. Required: _____

(Billing address) _____

(Phone #) _____ Other Contact (Name) _____ Ph# _____

(Email) _____

Beauregard Parish _____ Calcasieu Parish _____

Would you like to sign up for our "ALERT" system to be notified of outages, low pressure, etc.?
 Yes No,

(Meter Usage Type) Residential _____ Commercial _____ Multi-Residence _____ Recreational _____

(Utility Rent Deposit) \$250.00 Ck# _____ Cash _____ Money Order _____

WITNESSETH THAT

Whereas, the User desire to purchase water from the District and to enter into a Water User Agreement (the "Agreement") as require by the District.

Now therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed.

The District shall furnish, subject to provisions of this Agreement and limitations set out in the District's Rules and Regulations, and those hereinafter provided, such quantity of water as the User may desire in connection with occupancy of the following describe property:

Each meter requires a separate Application for Water Service and User Agreement. No more than two family dwellings shall be on a meter. A multi-housing residence is only allowed on 2 residential dwellings of immediate family members only.

Legal Property Address: _____

Right of Way Agreement: The User hereby grants the District, its successors or assigns, a perpetual easement in, over, under and upon the above-described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 50 feet from the road right-of-way.

The User, at their expense, shall install, connect and maintain a **NON-LEAD, Copper, or Galvanized** service line which shall begin at the District's meter/check valve and extend to the dwelling or place of use. User's service line shall connect to the District's water system at the nearest place of use by the User, provided the District determines in advance its water system's capacity is sufficient to permit delivery of water at the point of the User. The User shall leave a minimum of 24" of their service line exposed for inspection, at which time a meter shall be installed if the service line has passed inspection.

The User shall supply legal document(s) verifying ownership or lessee of the above describe property, and picture ID, **BEFORE** tapping and connection to the District's system. If at any time fraud is discovered, the connection at the meter tap shall be disconnected and the fraud reported to the Sheriff's department in which parish the fraud is committed.

The User agrees to pay for water at such rates, time, and place as shall be determined by the District, and agrees to the penalties for noncompliance with the above as set out in the District's Rules and Regulations, as amended from time to time.

In the event there is not a water main service line in the area of requested service by the User, and the District must extend the water main service line to supply the User with water service, the water main line extension expense shall be paid by the User.

The User agrees to be fully responsible for the water supply line from the water meter to the home including the installation of an approved back-flow device if required.

The User agrees to comply with the requirement of the Louisiana State Board of Health that no cross connection shall be present or future source of water will be connected to any waterlines, served by the District, and will disconnect from its present water supply prior to connecting to the District's system. The User shall not put the meter behind a fence or a locked gate, the District shall have access to the meter at all times. The User shall control its animals, (such as dogs, cows, and etc.) during any time the District works on, or reads the meter. If the meter is behind a locked gate, the User shall provide access to the District.

The User shall connect his/her service lines to the District's system and shall commence water usage by the District on the date the water is made available from the District to the User. The User's charges shall commence on the date water service is available, regardless if the User connects the water system.

The User shall not have the District's water service cross connected with a Well. If the User has a Well, there shall be an "Air Gap" back flow device installed.

In event the User shall breach this contract by (1) refusing or failing, without cause, to connect his service line to the District's system, or (2) refusing or failing, without cause, to pay monthly water rates and charges established by the District, then upon occurrence of either of said events, the User shall forfeit his/her service provided by the District.

Failure of a User to pay water charges shall result in the automatic imposition of the following penalties: Late fees, termination of the water service, reconnect fees, and/or disconnect for non-payment fees.

The District shall install at the District's expense a cutoff valve, a water meter, and a service line from the Main to the meter. The District shall have exclusive right to use such cutoff valve and water meter. The District is the sole owner of the meter and water mains up to the meter. The District shall have final decision on location of any service line connecting to its system.

The District shall terminate water service to a User for allowing a connection or extension to his service line to supply water to another user that does not have a meter.

In the event the District's water supply shall become insufficient for all of the needs of the User, a shortage of water, or Act of God, the District may prorate water use available among the various Users on such basis as is deemed equitable by the District, and may also prescribe a schedule of hours covering the use of water for garden purposes 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 the domestic needs of all the Users. The District must first satisfy all domestic needs before supplying water for livestock purposes and thereafter satisfy needs of all livestock purposes before supplying any water for garden purposes.

IN WITNESS, WHEREOF, the District and the User, hereunto executed this agreement, this _____ day of _____, _____

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| Utility Use Category _____ Single Residential Property _____ Multi-dwelling Residential Property _____ Commercial/business Property _____ Vacant Property _____ Agriculture Use _____ Recreational (e.g. Camps, Hunting Lease, RV Park) _____ Leased/Rental Property | Type of Service: OFFICE Use Only New Service Fees: Meters: ¾" ___-\$1275.00 1" ___\$1,475.00 2" ___\$3,100 See rate chart for other cost per pipe size. Road Bore: ___ ¾"/1" \$750.00 , all above-Contractor cost Reconnect Fee _____\$50 Transfer Fee _____\$50 Lease/Rental Utility Deposits: _____\$250.00 DNP FEE- \$ 100.00 Water service line extension: (if required) (This service at the expense of the customer) _____ footage _____ Cost per sq ft |
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_____ **Customer Signature**

_____ **Print Name**

_____ **Spouse/Co-habitant Signature**

_____ **Print Name**

SEAL _____
Waterworks District No. 2, Parish of Beauregard Representative

