

WATER USERS 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,

Name of phone carrier: _____

(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 Users 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:

911 Address required _____,

Property Location _____

If the User is a renter a **deposit of \$250.00 is required.**

If the User terminates water service from the District, there shall be a refund to the User, **after any amount due** to the District shall be paid. Refunds shall be disbursed within **60 days** of termination, if due.

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 10 feet from the road right-of-way. The meter shall be placed no more than 3'-5' on either side of the drive-way, and no more than 10' into the property.

The User, at its expense, shall install, connect and maintain a 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 supply legal document(s) verifying ownership or lessee of the above describe property **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 shall not be permitted to supply a waiver from another owner unless the property owner comes into the Water District Office and completes a required form with a picture ID.

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.

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

The District shall have final decision on location of any service line connecting to its system, shall determine the allocation of water to User in the event of a water shortage, may terminate water service to a User for allowing a connection or extension to his service line to supply water to another user. In the event the District's water supply shall be insufficient for all of the needs of the User, or if there is a shortage of water, the District may prorate water 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 all of the needs of all the Users, the District must first satisfy all human needs before supplying water for livestock purposes and thereafter satisfy needs of all livestock purposes before supplying any water for garden purposes. 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.

The User agrees to comply with the requirement of the Louisiana State Board of Health that no other 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 connect his 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 to it.

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 connection fee.

Failure of a User to pay water charges shall result in the automatic imposition of the following penalties:

- (1) **Nonpayment after the 10th of the month, a penalty of ten percent of the delinquent account.**
- (2) **Nonpayment within 30 days from the due date, water shall be shut off from the User's property.**
- (3) **If the District shuts off the water to the User's property for non-payment, a reconnection fee of \$100.00 will be charged.**
- (4) **Partial payments will not be accepted on delinquent accounts after the 15th of each Month . Payments must be made in full or service will be disconnected for Non - payment.**

IN WITNESS, WHEREOF, we have hereunto executed this agreement, this _____ day of _____, _____

<p>Utility Use Category</p> <p>_____ Single Residential Property</p> <p>_____ Multi-dwelling Residential Property</p> <p>_____ Commercial/business Property</p> <p>_____ Vacant Property</p> <p>_____ Agriculture Use</p> <p>_____ Recreational (e.g. Camps, Hunting Lease, RV Park)</p> <p>_____ Leased/Rental Property</p>	<p>Type of Service: OFFICE Use Only</p> <p>New Service Fees:</p> <p>Meters: ¾" ___\$650 1" ___ \$750 2" ___\$2,500</p> <p>Road Bore: ___ \$300.00</p> <p>Reconnect Fee ___\$50 Transfer Fee ___\$50</p> <p>Lease/Rental Utility Deposits: ___\$250.00</p> <p>Water service line extension: (if required) (This service at the expense of the customer)</p> <p>_____ footage _____ Cost per sq ft</p>
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Customer Signature

Print Name

Spouse/Co-habitant Signature

Print Name

Office Use Only

Documentation Confirmation:

_____ Legal Photo ID _____ User Agreement _____ New Service Permit
_____ Right of Way/Easement (If required) _____ Rental/Lease Agreement/Receipt
_____ Property Ownership Documentation _____ Waiver for Lease/Rental Agreement
_____ Road Bore

Size of meter at this location: $\frac{3}{4}$ " _____ 1" _____ 2" _____