

**APPLICATION FOR WATER SERVICE
AND
WATER USER AGREEMENT**

This **Application for Water Service and Water User Agreement** (the “**Agreement**”) is made and entered into as of the date signed below by and between the **East Daviess County Water Association, Inc.** (the “**Supplier**”), 9210 State Route 144, Knottsville, Kentucky 42366 and the **Customer**, whose name, Service Location, billing address, and other relevant information are as follows:

Customer: _____

Spouse’s Name: _____

Service Location: _____

Account Number: _____

Billing Address: _____

Primary Phone: _____ Alternate Phone: _____

Customer’s Date of Birth: _____

Photo I.D. Number: _____ **I.D. State:** _____

Name(s) of Other Adults Residing at Service Location:

Does Customer own the property for which water service is requested?

Yes _____ No _____

If Customer does not own the property, attach a copy of the signed Rental Agreement, Lease, or other written document signed by the property owner stating that the Customer is authorized to obtain water service at this Service Location.

WHEREAS, the Customer desires to purchase water from the Supplier and enters into this Water User Agreement as required by the Rules and Regulations of the Supplier.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, it is agreed by and between the Parties as follows:

1. Quantity of Water. The Supplier shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as the Customer may desire in connection with the property to be served pursuant to this Agreement.

2. Meter. Unless the Customer requests a larger size meter, the Supplier shall install a 5/8 x 3/4-inch water meter. The Supplier shall be the owner of the water meter, shut off valve, setter, and other equipment contained within the meter box or vault (the “Meter Installation”). The Supplier shall have the exclusive right to use the shut off valve. The Supplier shall be responsible for maintaining, repairing, and replacing the water meter and all other equipment contained within the meter box or vault.

3. New Service. In the event there is not already a Meter Installation located at the Service Location, the Customer shall pay a connection fee (tap fee) as set forth in the Supplier’s Tariff, which has been approved by the Kentucky Public Service Commission (the “PSC”). The current tap fee for a 5/8 x

3/4-inch meter is **\$1,350.00**. The Supplier will not install the meter until the Customer provides the Supplier with a copy of the Plumbing Construction Permit.

4. Deposit. The Customer shall pay a refundable security deposit (the “Deposit”) in accordance with the Supplier’s Deposit Policy, which has been approved by the PSC and which is contained in the Supplier’s Rules and Regulations. Currently, the Deposit for a residential customer using a 5/8 x 3/4-inch meter is **\$60.00**.

5. Turn-On Charge. The Customer shall pay a Connection/Turn-On Charge (the “Turn-On Charge”) in accordance with the Supplier’s Tariff, which has been approved by the PSC. Currently, the Turn-On Charge is **\$24.00**.

6. Customer Service Line. The Customer shall install and maintain, at his own expense, a service line which shall begin at the Meter Installation and extend to the dwelling or place of use.

7. Easement & Ingress/Egress. The Customer hereby grants the Supplier, its successors and assigns, a perpetual easement over, under, and upon land owned by the Customer, with the right to construct, lay, install, use, inspect, maintain, repair, replace, disconnect, and remove water lines, appurtenant facilities, and the Meter Installation. The Customer also grants the Supplier the right of direct ingress and egress from the road to the Meter Installation for the purpose of reading the meter and performing necessary maintenance and inspection.

8. Rates and Charges. The Customer agrees to pay the current water rates and other charges which have been approved by the PSC and are set forth in the Supplier’s Tariff. The Customer acknowledges that these water rates and other charges may be hereafter revised or modified by the Supplier and approved by the PSC. The Customer also agrees to pay such revised water rates and other applicable charges. The failure of the Customer to pay water charges duly imposed by the Supplier shall result in the automatic imposition of penalties as set forth in the Supplier’s Tariff. **These penalties shall include, but are not limited to, the following: (a) a late payment penalty charge of 10%; (b) termination of water service; and (c) a reconnection fee.**

9. Rules and Regulations. The Customer agrees to comply with, and be bound by, the Supplier’s Rules and Regulations now in force or as hereafter duly and legally supplemented, amended, or changed and approved by the PSC.

10. No Cross Connections. The Customer agrees that no present or future source of water will be connected to any water lines served by the Supplier’s water lines. The Customer shall 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.

11. One Meter Per Residence. A separate meter shall be installed for each residence. If the Customer allows a connection or extension to be made to his service line for the purpose of supplying water to another party or residence, then the Supplier shall discontinue water service to the Customer.

12. Thermal Expansion Tank. The Meter Installation contains a backflow prevention device (check valve). Therefore, the Customer will need to install a properly sized thermal expansion tank.

13. Meter Tampering. The Customer shall not tamper with or cause damage to the Supplier’s water meter, shut off valve, or any other portion of the Meter Installation. Failure to do so may result in loss of water service. The Customer shall pay the cost of repairing or replacing the damaged property. Water service shall not be restored until the Customer has paid the cost of repairing or replacing the damaged property. In addition, the Supplier reserves the right to file criminal charges against the Customer.

14. Larger Size Meter. In the event the Customer requests the installation of a larger size meter for a specific Service Location, the Customer shall demonstrate the need for a larger size meter. The Supplier shall then determine the appropriate size water meter to install for the Customer at this specific Service Location. Larger sized meters are more expensive to install than the 5/8 x 3/4-inch meter. The Customer shall pay the Supplier the actual cost of the larger size meter and the cost of installation.

15. Water Shortage. In the event the total water supply shall be insufficient to meet the needs of all 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 Supplier.

16. Prior Indebtedness. The Customer's application for water service will not be approved and no water will be supplied to the Customer if the Customer is delinquent or indebted to the Supplier or if any adult member of the Customer's household is indebted to the Supplier and such indebtedness was incurred while that person and the Customer were members of the same household. This applies whether the delinquency or indebtedness is incurred at the Service Location for which this Application is made or at any other Service Location. If the Customer fails to disclose to the Supplier the Customer's prior indebtedness or the indebtedness of an adult member of the Customer's household and the Supplier provides water service, the Supplier may discontinue water service after providing the Customer with notice of the discovery of the indebtedness and providing the Customer a reasonable period of time to pay the outstanding debt.

17. Joint Obligation of Adults. The Supplier is providing water service to the Customer's household. The Customer and all adult members of the Customer's household, who benefit from the provision of water service to the Service Location designated above, are jointly and severally liable for payment of services rendered to that Service Location. Should a delinquency in payment for service to the Service Location occur, each adult member of the household at the time of the delinquency is responsible for the delinquency and is indebted to the Supplier for the delinquent amount. The Supplier may deny any future application or request for water service at any Service Location by any of those persons until the indebtedness is paid.

18. Tariff. A complete listing of all the Supplier's water rates, charges, and conditions of service is contained in the Supplier's Rates, Rules, and Regulations (the "Tariff"). The Supplier's Tariff has been approved by the PSC. From time to time, it will be necessary for the Supplier to revise its Tariff. All revisions to the Tariff must be approved by the PSC. The current Tariff is on the PSC's website at psc.ky.gov. The Customer may also obtain a copy of the Tariff from the Supplier or may inspect the Tariff at the Supplier's office during normal business hours.

19. False Information. The Customer represents and warrants to the Supplier that the information provided in this Application and Agreement is true, correct, and complete in all material respects. The Customer acknowledges that any false or deliberately misleading information provided in this Application and Agreement shall be considered as an attempt to obtain water service through fraudulent means and may constitute grounds for discontinuance of Customer's service at the Service Location designated in this Application and Agreement.

20. Binding Contract. By signing this agreement, the Customer acknowledges that the terms of this agreement constitute a binding contract between the Supplier and the Customer, and the terms and provisions of this agreement are legally enforceable against the Customer in accordance with its terms.

[Remainder of Page Intentionally Left Blank]

CUSTOMER:

Signature

Print Name

Date: _____

SUPPLIER:

East Daviess County Water Association, Inc.

By: _____
Name & Title

Date: _____

*******FOR OFFICE USE ONLY*******

Amount Paid: _____

Receipt Number: _____