

**WATER USERS AGREEMENT
LEESBURG WATER ASSOCIATION, INC.**

For Office Use Only :

Account # _____

Sequence # _____

Paid by: Cash Check # _____

Credit Card Money Order # _____

This agreement entered into between LEESBURG WATER 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 enter into a Water Users Agreement as required by the Rules and Regulations 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 limitations set out in its By-Laws and Rules and Regulations in force or as hereafter amended, such quantity of water as a Member may desire in connection with Member's occupancy of the following described property:

The Member agrees to grant to the Association, its successors, and 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, 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 and egress from the above described lands. _____ (initial here)

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, and that said Member has adequate septic tank systems or waste disposal systems approved by the MS State Department of Health; that a Member may be granted a ninety (90) day provisional membership to allow said Member to comply. If said potential Member does not comply within the aforesaid period, said provisional membership is automatically revoked. _____ (initial here)

The Member agrees to comply with and be bound by the By-Laws and 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 By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association. _____ (initial here)

The Member agrees to pay a refundable deposit in the amount of \$ _____ and a user fee of \$ _____ installation fee of \$ _____ processing fee \$ _____, and road bore of \$ _____ which is non-refundable. In the event service to the member is terminated, either voluntarily by the Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of termination of service, the deposit shall be refunded by the Association within a reasonable time thereafter. _____ (initial here)

Flat rate for first 2000 gallons is _____. Rate over 2000 gallons per 1000 is _____.

The Association shall purchase and install a cutoff valve and a water meter in each service. The Association shall have exclusive right to use such cutoff and water meter.
_____ (initial here)

The Association shall have final authority in any question of location of any service line connection to its distribution system, shall determine the 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 there is a shortage of water, the Association may pro-rate 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 the use of water for garden purpose, etc. by particular Members and require adherence thereto or prohibit the use of water for garden purposes, etc. provided that, if at any time the total water supply shall be insufficient to meet all of the needs of the Members, the Association must first satisfy all the needs of all Members for both domestic and livestock purposes before supplying water for garden purposes, etc. _____ (initial here)

The Member agrees that no other present or future source of water will be connected to any water lines served by the Association's water lines 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.
_____ (initial here)

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.
_____ (initial here)

In the event the Member damages any asset of the Association, then that Member will be required to reimburse the Association for the cost to repair such damage. The cost to repair will include materials, labor, water loss, and any other factors deemed relevant by the Association. _____ (initial here)

The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties: 1) Nonpayment by the due date will be subject to a late fee of 10% of the amount due; 2) Nonpayment by the due date will result in a \$25.00 fee being added to the amount due; 3) In the event it becomes necessary for the Association to shut off the water from a Member's property, a \$25.00 reconnect fee must be paid plus the entire balance of bill before service will be restored. No water is restored after office hours or weekends.

In the event that service is discontinued to a Member's residence either by non-payment or at Member's request, Member will be responsible for paying all fees associated with the collection of balance due. _____ (initial here)

IN WITNESS WHEREOF, we have executed this agreement this the _____ day of _____, 20_____.

LEESBURG WATER ASSOCIATION, INC.

By: _____

Member _____

Member _____

SS# _____

SS# _____

Address _____

Buy/Own _____

Rent _____

Phone # _____

E-Mail address _____

Cell # _____

Receipt No. _____