

Date _____

Location # _____

WATER USER'S AGREEMENT

Lyon & Sioux Rural Water System, Inc.

Rock Rapids, Iowa

THIS AGREEMENT, between the Lyon & Sioux Rural Water System, Inc., a nonprofit organization (hereinafter called corporation) organized and existing under and by virtue of the laws of the State of Iowa, and _____, a member of the corporation (hereinafter called member).

WHEREAS, the member desires to purchase water for domestic, farm and other purposes, from the corporation, and to enter into a Water User's Agreement as required by the bylaws of the corporation.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

- A. The Corporation shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, farm and other purposes, as the Member shall desire in connection with the occupancy of the following described property: _____, Sec. _____, _____ Twp., in _____ County, IA.
- B. The Member agrees to pay a membership fee of \$430.00, to connect to the distribution system, and any other fees as set forth by the current policy of the Corporation.
- C. After the initial installation, the Member shall be responsible for maintaining at the Member's expense the service line which shall begin after the Corporation's meter, whether it is in a meter pit or a basement installation. The service line shall connect with the distribution system at a location as designated by the Corporation and the Member, with the Corporation having the final authority on any question of location. The Corporation will determine in advance that the system has sufficient capacity to permit delivery of water at that point.
- D. The Member's service line shall not be connected to any source of water other than the Corporation's distribution system.
- E. The Member shall pay for water at such rates, time and place as shall be determined by the Corporation. It is understood that a monthly minimum bill shall be due each month regardless of whether any water is used by the Member. This monthly minimum shall be established by the Board of Directors of the Corporation.
- F. The Member agrees to comply with and be bound by the Water Tariff of the Corporation, as adopted and amended by the Board of Directors. Copies of said documents will be made available upon request.
- G. The Corporation 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 to the Member's service line for the purpose of supplying water to another user or locations.
- H. The Member agrees to comply with all regulations to eliminate cross-connections between the Corporation's system and any other system.
- I. In consideration of this Agreement and without further charge, the Member agrees to provide the Corporation with such easements and right-of-ways as may be required for the purpose of installing, maintaining, removing and relocation water transmission lines as the Corporation may require in connection with its overall undertaking.

MEMBER:

LYON & SIOUX RURAL WATER SYSTEM, INC.

BY: _____