

WATER USER'S AGREEMENT

Member Name _____ Phone _____
Address _____
County _____ Township _____ Section _____

This AGREEMENT is made and entered into 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 the above named 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 by-laws of the corporation, the parties hereby agree as follows:

1. The Corporation shall provide the Member, as soon as practicable, with such quantity of water as the Member shall desire in connection with the occupancy of the above described property. The Corporation will determine in advance that the system has sufficient capacity to permit delivery of water at that point. Due to presently limited design and capacity, the Corporation cannot and will not ever guarantee to any Member that any future increases in water demand will be met.
2. Any livestock facility connecting to the Corporation's system is required to have on-site storage equal to at least one day's supply of water demands.
3. The Member agrees to pay a non-refundable membership fee of \$430.00 to connect to the Corporation's distribution system, and any other fees as set forth by the current policy of the Corporation. If an existing hookup exists and the previous owner has transferred the membership, a membership fee will not be required.
4. 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 relocating water transmission lines as the Corporation may require in connection with its overall undertaking.
5. The Corporation will provide a shut-off valve and water meter at each service. The service line shall connect with the distribution system at a location as agreed upon by the Corporation and the Member, with the Corporation having the final authority on any question of location. This equipment remains the property of the Corporation and the Corporation shall have right of access to the equipment in order to repair, maintain inspect or remove said equipment. The Member shall guarantee the proper protection for the Corporation's equipment placed on the Member's premises and shall permit access to it only by authorized representatives of the Corporation. Member agrees not to enter Corporation's pit, nor remove, alter, adjust or handle Corporation's equipment.
6. Beginning from the Corporation's final delivery point, whether it is in a meter pit or a basement installation, the Member shall have a qualified person install and maintain, at Member's sole expense, appropriate water service piping and apparatus to meet Member's present water needs. The Corporation or Member's water service piping is not to be constructed with lead. The Member agrees to comply with all regulations to eliminate cross-connections between the Corporation's system and any other system. The Member may not allow any other person, firm or corporation to receive water supplied to the Member by the Corporation without prior written approval from the Corporation's Board of Directors. **Any leaks that occur on the Member's side of the meter shall be treated as water purchased.**
7. **Water charges to the member shall commence on the date water service is made available to the Member's property.** The Member shall pay for water at such rates, time and place as shall be determined by the Corporation. If a Member fails to fully and timely pay all water charges duly imposed, the Member may be subject to the following: (a) Non-payment by the due date of the 15th of each month will result in a penalty of 10% of the amount then due, with a minimum penalty of \$5.00; and/or (b) Non-payment within thirty days from the due date will result in a shutoff of water service to the Member. Any owner, who allows his/her tenant to pay the water bill directly to the Corporation, is responsible for and all charges should the tenant fail to pay. A monthly minimum bill shall be due each month regardless of whether any water has been used.
8. The Member agrees to comply with and be bound by the Articles of Incorporation, By-laws and Policies of the Corporation, as adopted and amended by the Board of Directors. Copies of said documents will be made available upon request.
9. The Corporation shall determine the allocation of water to Members in the event of a water shortage, in consideration of the following order of priority uses: basic and necessary domestic uses; livestock water purposes, and all other purposes such as lawn and garden watering.

Signed this _____ day of _____, 20_____.

MEMBER:

LYON & SIOUX RURAL WATER SYSTEM, INC.

BY: _____