

**WATER USER'S AGREEMENT**

Account #: \_\_\_\_\_

PROJECT \_\_\_\_\_

LINE # \_\_\_\_\_

**OWNERS:** (PLEASE PRINT)

**METER PIT LOCATION:** (PLEASE PRINT)

NAME \_\_\_\_\_

SEC. \_\_\_\_\_ TWP. \_\_\_\_\_ RNG. \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_

TELEPHONE \_\_\_\_\_

911 ADDRESS \_\_\_\_\_

THIS AGREEMENT is made between Xenia Rural Water District, an Iowa rural water district (the "District"), and the first above named person(s), firm or corporation, as a Participating Member of the District ("the Member"), and PROVIDES AS FOLLOWS:

1. At the meter pit location shown above (the "Property"), the District shall provide the Member, at such time as determined by the District, with such quantity of water for domestic purposes as the Member presently desires in connection with the Member's use or occupancy of the Property, subject to the conditions and limitations stated below.
2. Immediately upon execution of this Agreement, the Member shall convey to the District in consideration of this Agreement an easement in the form and of a nature requested by the District concerning property as may be required for the purpose of installing, maintaining, removing and relocating water lines and related equipment in connection with its system, and shall pay the District upon such execution a non-refundable fee of \$\_\_\_\_\_ to connect to the District's planned or existing water distribution system.
3. Beginning from the District's final delivery point upon the Property as determined by the District's Engineers, the Member shall have a qualified person install and maintain, at the Member's sole expense, appropriate water service piping and appurtenances on the Property to meet the Member's present water needs; provided, however, that such equipment shall not be connected in any manner to any source of water other than the District's distribution system.
4. The District shall provide at or near the final delivery point and at District expense a curb stop or meter pit and water meter on the District's distribution system. Such curb stop or meter pit and water meter shall be and remain the sole property of the District and shall be for its exclusive use. The District shall have a right of access to the curb stop, meter pit, water meter, and distribution line on the Property.
5. If the Member fails or refuses after having signed this Agreement, once water becomes available from the District, to pay each month the minimum water use rate, or in the event of cancellation or involuntary termination of its membership, then the Member shall immediately make a lump sum payment to the District equal to the average initial project development cost per member based upon the total initial cost of the District's water supply, treatment, transmission and distribution system, and calculated as of the earlier of (a) the date of the Member's failure to pay, or (b) the Member's cancellation or involuntary termination.
6. The Member may not allow any other person, firm or corporation to connect to the water supplied to the Member by the District without prior written approval from the District's Board of Directors.
7. If the District's Board of Directors should declare a water shortage at any location within the District's distribution system, the Member hereby acknowledges and consents to an allocation of water by the Board on such basis as the Directors may deem equitable in the following order of priority uses: basic and necessary domestic purposes; livestock watering purposes; lawn and garden purposes; all other purposes.
8. The minimum monthly charge to the Member for each month that water is available from the District to the delivery point on the Property shall initially be \$\_\_\_\_\_ entitling the Member to monthly receive up to \_\_\_\_\_ gallons of water ("Base Amount") from the District and shall be assessed and be due and payable monthly, whether or not the Member has connected to the final delivery point. The District may, from time to time, in its sole and absolute discretion, increase such minimum monthly charge. Any unused portion of the Base Amount may not be carried over or banked for future use. The Member shall pay the District for any amount of usage in excess of the Base Amount during any month based on such water rates for said water usage determined by the District which may be, from time to time, established by the District in its sole and absolute discretion. The time for this monthly payment of the charges and amounts under the terms of this paragraph shall be determined by the District, from time to time, in its sole and absolute discretion.
9. In addition to the remedies provided in paragraph 5, if the Member fails to pay all charges duly imposed, in full when due, then and without further notice to the Member, additional remedies may be applied by the District.
10. The Member further agrees to comply with the terms and provisions of the Water User's Agreement as may be from time to time amended, and further agrees to comply with the By-Laws and Rules and Regulations of the District, as may from time to time be adopted and amended by the Board of Directors.
11. The Member may, at any time after connecting to the final delivery point and after water becomes available from the District, elect to terminate this Agreement, and such termination shall become effective only after making a lump sum payment to the District based upon a formula determined by the Board of Directors.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Xenia Rural Water District

\_\_\_\_\_  
Participating Member

\_\_\_\_\_  
Participating Member

**\*\*\*IMPORTANT NOTICE\*\*\***

In order to meet the requirements of the Federal Register Vol. 62 No. 210, Revision to the Standards for the Classification of Federal Data on Race and Ethnicity, all application forms for Rural Development financed programs must include the following disclosure statements:

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not establish the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity:

Hispanic or Latino \_\_\_\_\_

Not Hispanic or Latino \_\_\_\_\_

Race: (Mark one or more)

White \_\_\_\_\_ Black or African American \_\_\_\_\_

American Indian/Alaska Native \_\_\_\_\_ Asian \_\_\_\_\_

Native Hawaiian or Other Pacific Islander \_\_\_\_\_

Gender: Male \_\_\_\_\_ Female \_\_\_\_\_