

MONTICELLO WATER SYSTEM, INC.

233 Friendly Road
Lake Providence, La 71254
318-418-5905

WATER USERS AGREEMENT

This agreement, between Monticello Water System, Inc., a non-profit corporation, hereinafter called the Association, and _____ a member of the Association hereinafter called the Member.

WITNESSETH

WHEREAS the Member desires to purchase water from the Association and to enter into a water agreement as required by the Bylaws of the Association.

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

The Association shall furnish subject to the limitations set out in Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property: _____

The Member hereby grants the Association, its successors or assigns, a perpetual easement in, over, under, an upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines, and appurtenant facilities, together with the right in ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10 feet from the road right of way.

The Members shall install and maintain at his own 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 is of sufficient capacity to permit delivery of water at that point.

The Member agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agree to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of the water to Members in the event of a water shortage; may shut off water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members or in the event there is a shortage of water, the Association may prorate the water available amount 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 purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes by particular Members provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Members. The Association must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines serviced by the Association's waterlines and will disconnect from his present water supply prior to connection to any switching to the Association's systems.

The Member shall connect his service line to the Association's distribution system and shall commit to use water from the system on the date that the water is made available to the member by the Association. Water charges to the Member shall commence on the date that the service is made available.

The Board of Director shall have the authority to sell the membership of any Member in the event of nonpayment of any charges or assessment owing by said Member within Ten (10) days after demand for payment by mail, properly addressed to such delinquent Members. The process of any sale of membership over and above the amount due the Association shall be paid to the delinquent Members. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Association at a price determined by the Board to be fair value of the membership, provided that in the event of either a sale of the membership or the purchase there of the Association, the proceed shall be first applied to the payment of any indebtedness due the Association by the delinquent Member.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line the Association's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events the Member agrees to forfeit his membership fee.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) Nonpayment after the due date will be subject to a penalty of \$5.00 per account.
- (2) Nonpayment within Ten days from the due date will result in the water being shut off from the Member's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee of \$50.00 will be charged for the reconnection of service.

IN WITNESS WHEREOF, we have hereunto executed the agreement this _____ day of _____, _____, in duplicate of original.

MONTICELLO WATER SYSTEM, INC.

BY: _____
Wayne Driver, President

MEMBER

Attest

