



# USER AGREEMENT CONDITIONS

The undersigned (hereafter “Applicant”), being the owner or occupier of land located within Public Water Supply District No. 1 of Ste. Genevieve County (hereafter “District”), hereby makes application to said District for one (1) Water Service connection, and if water service is made available by said District, agrees as follows:

1. In consideration of Applicant’s promise to pay all water bills and any other charges which by District Rules and Regulations and Policies, Missouri law or lawful agreement with other political subdivisions, shall become a part of Applicant’s water bill as they become due; the District agrees to supply water to Applicant for Applicant’s reasonable and lawful use, subject to the terms and conditions of this agreement.
2. Applicant hereby tenders a water meter deposit and guarantee that bills will be paid in full monthly. The meter deposit will be refunded when service is discontinued and all charges and bills are paid in full. If a new connection is desired, the applicant hereby tenders a deposit for a new meter set. Extra fees will apply to a new meter set if rock is encountered in the excavation, if a road crossing is required, if pipe is upsized and/or lengthened, or if any other special arrangements are made for the individual meter set which is beyond the standard. The meter set charge is nonrefundable if water service connection is made and water is made available to the user. See District rate schedule and standards for more information.
3. Bills for water supplied are due and payable upon issuance of the bill and are delinquent after the due date. The failure of the customer to receive notice of the water bill or other related charges does not relieve them from the obligation for payment or from the consequences of nonpayment. Delinquent bills are subject to a late charge of 5%. Water service will be disconnected without notice to Applicant if any bill is not paid by the due date. Water service will not be resumed until the total outstanding bill (including all other applicable service charges such as returned check fees, reconnection fees, call out fees, tampering fees, cut lock fees, or any other fees as may be currently stated in the District’s Rules and Regulations and Policies) is paid in full.
4. Applicant understands that cutting a lock to obtain water illegally is considered theft and Applicant can be prosecuted accordingly.
5. Applicant agrees to pay the minimum monthly water charge for every month the applicant uses less than the District’s established minimum number of gallons as set forth in the rate schedule adopted by the Board of Directors of the District.
6. The water service supplied by the District shall be for the sole use of the undersigned. The undersigned agrees not to extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will share, resell, or sub-meter water to any other consumer.
7. The applicant agrees that he/she will make no physical connection between any private water system and the District’s public water system. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of inspection and enforcement of this provision. It is unlawful to connect any other water source to our supply. See Rules and Regulations and Policies.
8. State approved back flow prevention devices are required to be installed and inspected annually for any connections that could create a cross-connection hazard. This includes businesses, sprinkler systems, and any other cross connection hazards per current MoDNR Regulations.
9. The District is not responsible, in law or in equity, for the construction, maintenance or repair of any pipe line, or other fixture, appurtenance or appliance located on the Applicant’s property. The District’s responsibility with respect to the piping shall extend only from its water supply system to and including the water meter pit which shall be located as close as possible to the Applicant’s property line.
10. The District is not responsible for damages, compensatory, punitive, or otherwise, for loss of service to Applicant or damage to Applicant’s property, real or personal, as a result of any drought, injury to the water supply system, failure of any supplier to supply water to the District, act of God, contamination of the water system or any other unforeseeable breakdown in the District’s supply system.
11. Applicant authorizes District to discontinue service for any period of time necessary to repair, maintain, and/or cleanse the water supply system.
12. Applicant hereby grants a water line easement to the District for the transmission of water over, under and across any interest he may have in real property through which, in the opinion of the District, a main or service line must be laid in order for the District to efficiently serve the Applicant. Applicant also agrees to provide District employees full unrestricted and unimpaired access to the water connections for any reasonable purpose at all hours. Applicant will keep meter sites clean, mowed and easily accessible to District employees at all times. Meters must not be fenced.
13. The District reserves the right, at any time, to discontinue service to protect itself against violations of its Rules and Regulations and Policies, or the laws and regulations of the State of Missouri or any of its political subdivisions located within the district, as well as against fraud or the illegal or unsafe use of water or any appliances and appurtenances used therewith. The laws and regulations of the State of Missouri, the by-laws of the District, and the Rules and Regulations and Policies of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set forth herein, and the water user agrees to be bound by their terms.
14. If any amounts due under this agreement are placed in the hands of an attorney for collection, applicant agrees to pay reasonable attorney fees (which may be based on an hourly rate and therefore exceed the amount due,) court cost, and all other reasonable costs necessary to process the claim by the attorney. All such amounts due shall bear interest at the highest rate of interest legally allowed by the State of Missouri including pre-judgment and post-judgment interest.
15. This agreement is delivered and made in and shall be construed pursuant to the laws of the State of Missouri. Applicant knowingly consents to the jurisdiction of and venue in any state court located in Ste. Genevieve County, Missouri.
16. This agreement shall not be effective until executed by an authorized agent of the District.
17. Applicant, his/her heirs and assigns, agree to claim no damage because of the interruption, stoppage or decrease in flow of water or any change in water pressure. The District strongly recommends installation of a pressure regulator or series of pressure regulators and a main shut off valve in an accessible location for Applicant's use. Cost is at Applicant’s expense.
18. Applicant represents the information set out on sheet 1 of the contract, is true and accurate and agrees to comply with all rules and regulations now in force, or hereafter made by the District, any representations in conflict therewith notwithstanding. Notifying the District of changes in contact information is the responsibility of Applicant.
19. If the applicant moves or vacates the property or residence, he/she is responsible for informing the District. The meter will continue to be read, and a minimum bill will be generated even if no water is being used until the office is notified of the move or change.
20. If the Applicant at any point changes the surrounding grade / ground elevation in the vicinity of any of the District’s infrastructure such as water mains, hydrants, valve boxes, water meters, etc., the Applicant will be solely responsible for any expense associated with correcting the issue and bringing the situation back to District compliance.
21. Applicant received a copy of the Water Service Line Inventory worksheet and agrees to comply with this requirement. Failure to provide the necessary documentation to satisfy the EPA and PWSD1 may result in service disconnection.

I agree to all terms and conditions: **X**

Signature

Date