

Big Sioux
Community Water System, Inc.
23343 479th Ave. Egan, SD 57024 * (605) 997-2098

WATER USER'S AGREEMENT

Big Sioux Community Water System, Inc., a South Dakota Nonprofit Corporation
Egan, South Dakota

THIS AGREEMENT, between BIG SIOUX COMMUNITY WATER SYSTEM, INC., a South Dakota nonprofit corporation, (hereinafter called Corporation), organized and existing under and by virtue of the laws Of the State of South Dakota,

And _____
(Print Name)

WHEREAS, the water user 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 that;

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 his occupancy of the following described property,

(Insert legal description of Property) _____

If this Water User's Agreement is a part of the application for a new water service, the current hookup fee of \$3000 shall be paid before application for water service will be considered or approved. In addition, the water user shall assume and pay the cost for construction of the service line from the Corporation's mainline to the water user's dwelling, meter pit, or meter location pursuant to Board Policy.

The water user hereby agrees to grant or convey or shall cause to be granted or conveyed to the Corporation, its successors or assigns, a perpetual easement in, over, under and upon the above decried 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 of ingress and egress over adjacent land for the purpose mentioned above. The Corporation shall have final jurisdiction in any question of location of said easement and service connection.

Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the water user for the purpose of installing or removing the Corporation's property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities.

The water user agrees to pay for water at such rates, time, and place as shall be determined by the Corporation, and shall otherwise abide by all the bylaws and rules and regulations adopted by the Corporation.

The Corporation shall install a cutoff valve and will also include a water meter in each service. Such cutoff valve and meter shall be installed in a suitable frost-free location agreed upon between the user and the Corporation, on the Corporation's distribution system. The Corporation shall have exclusive right to use such cutoff valve and water meter to turn it on and off.

The Corporation shall have the right to determine the allocation of water to water users in the event of a water shortage, may shut off the water to a water user who allows a connection or extension to be made to his service line for the purpose of supplying water to another user, and no resale of the water from this system shall be allowed without written permission from the Corporation. There shall be no physical connection between any private water system and the water system of the Corporation. Violation of this provision shall constitute cause of disconnection of a water user's service.

The water user agrees to pay the monthly minimum following the completion of construction of the Corporation's service line regardless of whether the water user is using water or not. This monthly minimum plus any water use charges are due each and every month thereafter until the membership is terminated.

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

- A. Nonpayment of the water bill by the due date may result in imposition of collection fees, termination of water service, disconnect fees, or other penalties deemed appropriate in the course of collecting that which is owed on the account.
- B. Nonpayment for one year after the original due date will allow the Corporation, in addition to all other rights and remedies, to terminate membership and, in such event, the member and/or water user shall not be entitled to receive, nor the Corporation obligated to supply any water under this agreement, but the Corporation shall retain the hook-up fee and construction payments as liquidated damages.
- C. In the event that the Corporation is unable to furnish service or for any other reason does not furnish service, then all payments made by the member, less any organizational expenses to be prorated to him by the Board of Directors, shall be refunded.

IN WITNESS WHEREOF, WE have hereunto executed this agreement this _____ day of _____, 20____.

ATTEST:

BIG SIOUX COMMUNITY WATER SYSTEM, INC.

Secretary

By: _____ (seal)
President

Member

_____ Owner

_____ Tenant