

EARNHART HILL REGIONAL WATER & SEWER DISTRICT

2030 Stoneridge Dr.
PO Box 151
Circleville, Ohio 43113

WATER & SEWER USER AGREEMENT

This agreement, between the EARNHART HILL REGIONAL WATER & SEWER DISTRICT, hereinafter called the District, and _____, a user of the District hereinafter called the User;

WITNESSETH

WHEREAS, the User desired to purchase water from the District, and to enter into a Water & Sewer User's Agreement as required by the Bylaws of the District.

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

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

Service Address: _____, _____, _____

Mailing Address: _____, _____, _____

The User hereby agrees to grant to the District, its successors or assigns, a twenty foot easement in, over, under, and upon the above described land with the right to erect, construct, install, lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water and sanitary sewer pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

The User shall install and maintain, at their own expense, a service line which shall begin at the meter, if the meter is installed at the property line, or at the curb stop if the meter is installed in the dwelling, and extend to the dwelling or place of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the User, provided the District has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User shall install and maintain, at their own expense, a sewer service line which shall begin at the lateral provided by the District and extend to the dwelling or place of use. The service line shall connect with the collection system of the District at the nearest place of desired use by the User, provided the District has determined in advance that the system is of sufficient capacity to permit discharge of wastewater at that point.

The User agrees to comply with all rules and regulations of the District. The User agrees to pay for water and sanitary sewer service at such rates, time and place as shall be determined by the District and agrees to the penalties for non-compliance with the above as set out in the current Rules and Regulations. Facility charges to the User shall commence on the date the service is made available.

In addition to any connection fee established by the District, the User agrees to pay a service deposit in the amount of \$_____. The service deposit shall be held and applied by the District to the account of the User, should service to the User be terminated either voluntarily or involuntarily. Should the account be fully paid at the time the service is terminated, the service deposit shall be refunded by the District within a reasonable time thereafter.

The District shall purchase and install a cutoff valve and a meter in each service. The District shall have exclusive right to use such cutoff valve and water meter.

The District shall have final jurisdiction in any question of location of any service line connecting to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User 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 the needs of the Users, or in the event there is a shortage of water, the District may pro-rate the water available among the various Users on such basis as is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the District must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the cross connection regulations of the Ohio E.P.A.(Chapter 3745-95 of the Ohio Administrative Code) that no auxiliary source of water will be connected to any waterlines served by the District's waterlines and will disconnect from their present water supply prior to connecting to and switching to the District's system. Premises having an auxiliary water system shall install an approved pressure reducing backflow prevention device at a location approved by the District.

The governing Board shall have the authority, in addition to all other rights and remedies, to terminate this agreement and, in such event, the User shall not be entitled to receive, nor the District obligated to supply, any water under this agreement. If the User thereafter pays all water and sewer charges in arrears and all penalties charged against them as provided in the District's Rules and Regulations, he shall then be entitled to a resumption of water and sewer services subject to all regulations of the District.

In the event the User shall breach this contract, or refuse or fail, without just cause, to pay minimum monthly water and sewer rate as established by the District, the User then agrees to pay the District a lump sum of Five Hundred (\$500.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the respects set forth above would cause serious and substantial damages to the District; and it will be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

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

1. Nonpayment by the due date will result in a penalty of ten percent of the current amount.
2. Nonpayment of a delinquent account by the due date established by the District, will result in the service being terminated.
3. In the event it becomes necessary for the District to terminate the service at a customer's property for nonpayment, a service charge will be added to the account. The account must be paid in full to have the service re-established.
4. Collection fees will be added to the account balance.

IN WITNESS WHEREOF, we have hereunto executed this agreement this ____ day of _____ 2007.

EHRWSD

By: _____
President

Attest: _____
Secretary or Clerk

USER:

User's Signature

Printed Name: _____

Title: _____

Social Security or Federal ID #: _____

Phone: _____