

# **Switzer Water Association, Inc.**

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## **Switzer Water Association, Inc. Water User Agreement**

This agreement, between the Switzer Water Association, Inc. (a nonprofit corporation), hereinafter called the "Association", and

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a user of the Association, hereafter called the "User".

Whereas, the User desires to purchase water from the Association, and enter into a Water User's Agreement as required in the bylaws of the Association.

Now therefore, in consideration of mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Association shall furnish, subject to the limitations set out in the Rules and Regulations and Bylaws and these hereafters provided for, such quantity of water as the User may desire in connection with his or her occupancy of the following described property:

**NAME:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**SERVICE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

The User hereby agrees to give to the Association, its successors or assigns, a perpetual easement (Rural Water Development) in, over, under, and 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 of ingress and egress over adjacent land for the purpose mentioned above.

The User 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 User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Association shall have final jurisdiction in any question of location of any service line connection of its distribution system; shall determine the allocation of water to Users in the event of a water shortage; 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. The Association reserves the right to issue changes to this agreement as needed.

In the event the total water supply shall be insufficient to meet all of the needs of the Users, or in the event there is a shortage of water, the Association may pro-rate the water available among the various Users on such basis as is deemed equitable by the governing Board, and may also dictate a schedule of hours covering the use of water for gardening 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 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 requirements of the Ohio State Board of Health; that no other present or future source of water will be connected to any waterlines served by the Association's waterlines, and will disconnect from his or her present water supply prior to connecting to, and switching to, the Association's water system.

The User shall connect his or her service lines to the Association's distribution system, and shall commence to use water from the system on the date that water is made available to the User by the Association. Water charges to the User shall commence on the date that service is made available by the Association.

The User agrees to pay for water as such rates, time, and place as shall be determined by the Association, and agrees to the penalties for non-compliance with the above, as set out in the current Rules and Regulation of the Association.

The Association shall purchase and install a cutoff valve, and may also include a water meter in each service to the User. The Association shall have exclusive rights to use such cutoff valves and water supply.

In addition to any connection fee established by the Association, the User agrees to pay a membership fee, if the Association be a nonprofit corporation, or a meter deposit, if the Association be a public body, in the amount of \$20.00. The membership fee or meter deposit shall be held and applied by the Association to the payment of the

account of the User. The failure of a User to pay any water charges duly imposed shall result in the automatic imposition of the following penalties:

The base water rate is \$31.50, but may be subject to change at any time, based on the Water Board decisions. The base rate is up to the first 2000 Gallons of usage. After that the rate is \$18.00 per 1000 Gallons above the first 2000 Gallons. Payment of the water bill must be paid by the 15<sup>th</sup> of each month at the local bank, or a 20% late fee will be applied to the User Account. Disconnected Accounts will be reconnected within three business days, once paid in full at the bank, and a \$100.00 reconnect fee paid at the bank by the User, before the reconnection to service is done. The governing Board shall have the authority, in addition to all other rights and remedies, to revoke the User's membership if their balance is left unpaid, and to terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply, any water under said agreement. If the User thereafter pays all water charges in arrears, pays all penalties charged against him or her, and pays the reinstallation fee of \$100.00 provided in the Association's Rules and Regulations, then he or she shall then be entitled to resumption of water services (subject to Rules and Regulations of the Association).

Beginning January, 2012, Switzer Water began reading meters by remote technology. The Association asks that if you have an outside meter pit, that you do not obstruct it by covering or parking over it, which would prevent the reading of it from the road. Please do not tamper with any of the technological hardware, which would also prevent the remote reading of the meter.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his or her service line to the Association's distribution system as set forth above, or refusing or failing, without just cause, to pay the minimum monthly water rates as established by the Association, upon the occurrence of either of the said events, the User agrees to pay the Association a lump sum of three hundred dollars (\$300.00) as liquidated damages. It is expressly understood and agreed upon 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 Association; and it would 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 Switzer Water Association does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, the appointment to and termination from its Board of Directors, hiring and firing of staff or contractors, selection of volunteers, selection of vendors, and providing services to all patrons. Switzer Water Association is an equal opportunity employer.

**USERS SIGN BELOW:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**Billing Address if Different from Service Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notary Signs Below:**

In witness thereof, signed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

(SEAL)

BY: \_\_\_\_\_

( NOTARY)

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**(Office Use only):**

Approved by the Switzer Water Association Inc., on \_\_\_\_\_(DATE)

\_\_\_\_\_(SEC)