

Sample Water Users Agreement

WATER USERS AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, a rural water system of the State of Minnesota, hereinafter called the "_____" and _____, member(s) of _____, hereinafter called "Member."

WITNESSETH:

WHEREAS, _____ is organized pursuant to Minnesota Statutes, Chapter 116A as a rural water system, and

WHEREAS, the Member desires to purchase water from _____ and to enter into a water users agreement as required by _____.

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

1. Member agrees to pay an initial connection fee, either as a special assessment charge in accordance with the terms under which such charge is levied as determined pursuant to notice and hearing held before the applicable District Court of the State of Minnesota, or as a single up-front payment, whichever is authorized and required by _____. Failure to pay any special assessment installment or initial connection fee when due shall be deemed a violation of this Agreement, entitling _____ to its remedies set forth herein including the termination of water service to the Member and Member's premises.
2. Member agrees to pay for water supplied by _____ and utilized by Member and those in lawful possession of Member's premises, and to further abide by all rules and regulations promulgated by _____. _____ shall adopt and may adjust water use charges and such other service charges, fees and penalties as are necessary to operate and maintain the rural water system.
3. Member agrees that the water service provided hereunder shall be for the benefit of his premises or those lawfully in possession of same, and Member further agrees that he shall not submeter or resell said water without specific written approval of _____.
4. Member hereby grants _____ the right to install the necessary water lines and appurtenances on his property and he hereby further grants a permanent easement to _____ allowing ingress and egress to construct and maintain said line and any appurtenances, and to install and maintain necessary additional lines and appurtenances. Member also grants _____ the right install, read and maintain any water meters located on Member's property. Member further agrees that he will not connect to said lines and appurtenances or extend same from one tract of property to the other without prior written approval from _____.
5. It is understood and agreed that _____ shall have the final determination and decision in regard to any location of pipelines, appurtenances or easements for the water system. _____ shall further have the sole and exclusive right to allocate water to Member.
6. It is understood and agreed that _____ shall have the sole and exclusive right to terminate water service to any Member who has violated any term or condition of this Agreement or the rules and regulations promulgated by _____ including, but not limited to, failure to pay water charges and fees or special assessment installments when due. Except in cases of wanton waste of water or emergency, a 30-day notice will be provided to the Member prior to disconnection of the water service.
7. Member agrees to sign a Waiver of Crop Damage prior to initial installation of water service.
8. It is understood and agreed that _____ shall supply water only to Members who have executed a Water User's Agreement, or to municipalities or other water associations which have independently negotiated and contracted with _____.

9. The tract which Member owns and to which this agreement applies is described as: _____

10. _____ has determined that the initial cost to Member shall be a membership fee of \$_____ and a minimum basic initial connection fee of \$_____. Any costs in addition to the minimum basic initial connection fee, and the timing and method of payment shall be identified upon execution of this agreement.

11. _____ agrees that it will make every effort to refund all or part of the membership fee described herein in the event that _____ elects not to provide service to Member.

IN WITNESS WHEREOF, We have executed this Agreement effective the day and year first written above.

MEMBER: I (we) hereby apply for water service from _____ and I (we) agree to the terms and conditions stated herein:

Member

Member

Witness

_____: hereby accepts Member's application for service under the terms and conditions stated herein:

Chairman or Vice-Chairman

ATTEST:

Secretary or Treasurer