

SAVOY-SWORDS WATER SYSTEM, INC.

5488 Highway 190  
Eunice, LA 70535  
Phone (337) 546-6812

WATER USERS AGREEMENT

This agreement is between Savoy-Swords Water System, Inc. a non-profit corporation, hereinafter called the Association, and \_\_\_\_\_ herein referred to as the Water User.

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

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

The Water User agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the Association's Rules and Regulations.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter. The Water User shall install their own cutoff valve between the meter and their residence.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water Users in the event of a water shortage; may shut off 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 person, firm or corporation. In the event the total water supply shall be insufficient to meet all the needs of the Water Users, or in the event there is a shortage of water, the Association may prorate the water available among the various Water Users on such basis as is deemed equitable by the Association, and may also prescribe a schedule of hours covering the use of water for agricultural (e.g. 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 Water Users of the Association, the Association must first satisfy the needs of all Water Users for essential household domestic purposes before supplying any water for livestock or agricultural purposes; and further must satisfy all the needs of all Water Users for both domestic and livestock purposes before supplying any water for agricultural (e.g. garden) purposes.

The Water User agrees to comply with the requirements of the Louisiana 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 present water supply prior to connecting to and switching to the Association's system.

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

The Association shall have the authority to sell the membership of any Water User in the event of nonpayment of any charges or assessments owing by said Water User within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Water User. In lieu of such sale of membership, the Association may purchase the membership on behalf of the Association at a price determined by the Association to be the fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Association, the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent Water User.

In the event the Water User shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, and, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, the Water User shall, and agrees to voluntarily forfeit his water user's, or connection, fee and/or deposit. (3) Property owners renting or leasing their property to tenants are responsible for catastrophic leaks above the tenants deposit, unless there is a written agreement between the owner and tenant stating the tenant is responsible for damages and repairs to the owner's property. (4) In the case of extremely delinquent accounts and forfeiture of meters due to nonpayment, a security deposit will be charged in addition to a membership fee before reinstating service.

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

- (1) Nonpayment within ten working days from the billing date will subject the Water User to a penalty of ten percent of the delinquent amount.
- (2) Nonpayment within thirty days from the due date will result in the water being shut off from the Water User's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a Water User's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in duplicate originals.

WITNESS:

BY: \_\_\_\_\_ (SEAL)  
President or General Manager

\_\_\_\_\_  
(SEAL)  
Water User

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SSWS is an equal opportunity provider, employer, and lender.

