

**RATHBUN REGIONAL WATER ASSOCIATION, INC.**

16166 HWY J29, Centerville, IA 52544-8307

(641) 647-2416 or (800) 233-8849

**WATER USERS AGREEMENT**

Attached is the estimate you requested. If you should decide you would like a water hook-up, please fill out the this form and return it with your check. Thank you.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

I hereby make application for a water hook-up/water service with Rathbun Regional Water Association, Inc.

Owner \_\_\_\_\_ Renter \_\_\_\_\_ Business \_\_\_\_\_ Contact Person \_\_\_\_\_

Have you ever refused right-of-way easement to the Rathbun Regional Water Association, Inc.? \_\_\_\_\_

The undersigned agrees to pay for water used at the rate as determined by the corporation.

The undersigned agrees to abide by the rules and regulations determined by the corporation.

**WITNESS:**

WHEREAS, the member 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:

- A. The user's service line shall not be connected to any source of water other than the corporation's distribution system. The user shall agree to pay a connection fee of \$325.00 (nonrefundable), to connect to the distribution system.
- B. The corporation shall purchase and install a cutoff valve and also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point 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 and to turn it on and off.
- C. The corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to members in the event of a water shortage; and may shut off the water to a member 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 of the needs of the members, or in the event there is shortage of water, the corporation may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for garden or lawn purposes by particular members and require adherence thereto or prohibit the use of water for garden or lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the members, the corporation must first satisfy all of the needs of all members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden or lawn purposes.
- D. In consideration of this agreement and without further charge, the user agrees to provide the corporation with such easements and rights-of-way as may be required for the purpose of installing, maintaining, removing, and relocating such water transmission lines as the corporation may require in connection with its overall undertaking.
- E. The failure of a member to pay water charges duly imposed, shall result in the automatic imposition of the following penalties:
  - i. Non-payment within fifteen days from the due date will be subject to a penalty of ten percent of the delinquent account.
  - ii. Non-payment within thirty days from the due date will result in the water being shut off from the member's property.
  - iii. Non-payment for sixty days after original due date will allow the corporation, in addition to all other rights and remedies to purchase the member's Membership Certificate less any amount due the corporation and terminate his membership and, in such event the member shall not be entitled to receive, nor the corporation obligated to supply any water under this agreement.
  - iv. In the event it becomes necessary for the corporation to shut off the water from a member's property, a fee as determined by the corporation will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RATHBUN REGIONAL WATER ASSOCIATION, INC.  
(Corporation)

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity:

Hispanic or Latino \_\_\_\_\_

Not Hispanic or Latino \_\_\_\_\_

Race: (Mark one or more)

White \_\_\_\_\_ Black or African American \_\_\_\_\_

American Indian/Alaska Native \_\_\_\_\_ Asian \_\_\_\_\_

Native Hawaiian or Other Pacific Islander \_\_\_\_\_

Gender:

Male \_\_\_\_\_

Female \_\_\_\_\_