

# KUSHLA WATER DISTRICT WATER USER'S AGREEMENT

STATE OF ALABAMA  
COUNTY OF MOBILE

Account No. \_\_\_\_\_

This agreement between the **Kushla Water District**, hereinafter called the "DISTRICT", and the undersigned water user, hereinafter called the "WATER USER",

## WITNESSETH

That, whereas the WATER USER desires to purchase water for domestic, commercial, agricultural, industrial or other uses from the *District* and to enter into a *User's* Agreement as required by the by-laws of the *District*.

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

1. The *District* shall furnish water meeting the quality standards set by the Alabama Department of Environmental Management, Water Division-Water Supply Program (ADEM Admin. Code 4. 335-7), subject to the requirements and limitations provided by the By-Laws and Service Rules and Regulations hereinafter provided for, such quantity of the water as the *Water User* may desire and the *District* agrees to provide. (July 2010)

2. The *Water User* shall install and maintain at his own expense a service line which shall begin at a point designated by the *District* at his property line and extend to the dwelling and other portions of his premises. A well may not be connected to the water system even if cutoff valves are used.

3. The *Water User's* service line shall connect with the distribution system of the *District* at the place designated by the *District* provided the *District* has determined in advance that the *District's* water system is of sufficient capacity to permit delivery of water to that point.

4. The *Water User* shall pay for such water at such rates, time and place as shall be determined by the *District*. Rates for individual *Water Users* presently are see Attachment.

5. The *District* shall purchase and install a cutoff valve and water meter, in each service, provided use of water is immediately desired. Such cutoff valve shall be installed either off the *Water User's* premises, or upon the *Water User's* property, within three (3) feet of the property line. The *District* shall have exclusive right to use such cutoff valve and water meter and to turn it off and on to measure or interrupt the service as needed.

6. The *District* shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to *Water User's* property in the event of a water shortage (Dec. 2003)

7.A. The *District* may shut off the water of a *Water User* who allows a connection or extension to be made to his service line for the purpose of supplying water to another user Dwelling, or otherwise violate the Rules and Regulations of the *District* without approval from the *District* and additional fees as outlined in Attachment.

7.B. The only exception is a licensed trailer park, which may have three trailers per meter, as long as the owner or manager is responsible for the water bill. However, if this proves to be too difficult for the existing infrastructure, with the *District's* approval a connection fee in accordance with Attachment shall be paid for each additional Dwelling connection over three per installed meter.

8. The failure of a *Water User* to pay water charges duly imposed shall result in a twenty percent (25%) penalty applied after 4:00 P.M. the 15<sup>th</sup> of the month. The water service may be disconnected without further notice if not paid before the 21<sup>st</sup> of the month. The water bill will serve as notice of payment.

**No second notice will be sent.**

9. In the event it becomes necessary for the *District* to shut off the water from a *Water User's* property for violation of the Rules and Regulations a fee will be charged for reconnecting in addition to the amount of the delinquent bill. The reconnection fee will be in accordance with Attachment .

The foregoing notwithstanding, the *District* deserves the right to make or amend the by-laws, Attachment A rates, or the Rules and Regulations of the *District* from time to time, and the *Water User* agrees to abide by such changes upon notice thereof.

Receipt of \$ \_\_\_\_\_ dollars is hereby acknowledged by the *District*.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ Kushla Water District

“I agree to claim no damage on account of the stoppage of the flow of water resulting from accident, or where necessary to make alterations, repairs or improvements, and I agree to keep all plumbing and fixtures on my premises in repair and promptly stop all leaks.”

Signature: \_\_\_\_\_ Water User

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

Mailing Address (if different): \_\_\_\_\_

Phone: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

The “*Water User*” is responsible for notifying the Kushla Water District of any changes in the above information.