

**SOUTHWESTERN BARTHOLOMEW WATER CORPORATION**

**WATER USERS' AGREEMENT**

This agreement, between the Southwestern Bartholomew Water Corporation, a not-for-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the "Company", and \_\_\_\_\_, a member of the Company, hereinafter called "Member".

**WITNESS:**

WHEREAS: The Member desires to purchase from the Company water solely for domestic, business or farmstead water use by the Member, and to enter into a water user's agreement as required by the bylaws of the Company.

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

The Company shall furnish, subject to the limitations hereinafter provided for, such quantity of water solely for domestic, business and farmstead purposes as are reasonably necessary for such purposes in connection with Member's occupancy of the following described property;

**DESCRIPTION: (Residence, Farm, School, Factory, Club, Camp):** \_\_\_\_\_

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

The member shall install and maintain at his own expense a service line that shall begin at the meter installation and extend to the point or points of service on the Member's property. **The customer will make repairs on a timely basis as necessary.** NO PART OF SUCH SERVICE LINE TO OR WITHIN THE MEMBER'S PREMISES MAY BE CONNECTED WITH ANY SOURCE OF WATER OTHER THAN THE COMPASNY'S DISTRIBUTION SYSTEM NOR SHALL ANY TYPE OF PUMP BE DIRECTLY CONNECTED TO SUCH SERVICE LINE. THOSE SERVICE LINES THAT ENTER A STRUCTURE, SHALL HAVE A SHUT OFF VALVE LOCATED WITHIN. SAID SHUT OFF VALVE SHALL BE LOCATED AS CLOSE TO THE SERVICE LINE ENTRY POINT AS PRACTICAL AND SO POSTIONED THAT IT IS READILY ACCESSIBLE FOR OPERATION BY THE OCCUPANTS OF THE MEMBER'S PROPERTY.

The utility needs to inform you of a potential hazard that exists in relation to a dual check valve that may be installed at your meter and one that is or may be installed at your hot water heater. Water heaters are installed with a temperature and pressure valve (T &P), which is designed to relieve excessive water temperature or water pressure. Also, in aiding in this control of excessive heat and pressure is a condition known as thermal expansion which allows extremely hot water to backflow into water main lines, mixing with the cold water and dissipating the heat. When a backflow prevention device is installed on a household water service line, the water cannot go back out in the water system. This leaves the T&P valve as the only release for overheated water. If the hot water thermostat becomes defective, it allows the water temperature to increase to more than 212 degrees, and the T&P valves fail, your domestic water can become "superheated". Superheated water can cause water heaters to explode and endanger lives or property or could allow scalding steam to be released from faucets upon personal use. The utility recommends that you have your T&P valve inspected periodically by a licensed plumber. Thermal expansion chambers/tanks and pressure relief toilet ball cock assemblies can provide additional protection.

The Member shall not cause or allow to be installed a line from the Member's service line or its connections to any other residence or location not used solely and exclusively by the Member.

The Member's service line shall connect with the distribution system of the Company at the nearest place of desired use by the member, provided the Company has determined in advance that the Company water is of sufficient capacity to permit delivery of water at that point. The Member shall pay for such water at such rates as are established by the Indiana Regulatory Commission and at such a time and place as shall be determine by the Company.

The Member agrees to provide the Company without charge to the Company but in consideration of the execution of this agreement by the Company such easements and rights-of-way as may be required for the purpose of installing, maintain, removing and relocating such water transmission lines as the Company may require in connection with its overall undertaking.

The Member agrees to hold harmless the Company for damages resulting from failure or failures of the Member's service line caused by the natural movement of the earth or by changes in the earth contour by forces other than nature or other forces or actions or by the failure of the Member installed shut off valve or the failure of the occupant of the Member's property to operate the Member installed shut off valve.

The Company shall purchase and install a cutoff valve and may also include a back-flow prevention device and/or water meter, in each service. Such cutoff valve, back flow prevention device and meter shall be installed at a point agreed upon between the Member and the Company. The Company shall retain ownership of, and have exclusive right to use, such cutoff valve, back flow prevention device and water meter to turn it on and off and perform such services as may be necessary. The Member will refrain from any action including but not limited to any structure, addition, covering, or obstruction that would affect access to said meter or cut-off valve.

The Company shall have final jurisdictional in any question of location of any service line connecting to its distribution system; it shall determine the allocation of water to its Members in the event of restricted water supply.

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

**(A.) The bill is due in office on or before the due date. A late penalty of 10% on the first (1<sup>ST</sup>) \$3.00 and 3% on the balance will be assessed if not paid by the due date. Please make any inquiry or complaint about a bill prior to the due date.**

**(B.) Non- payment within sixty (60) days from the due date and after due date notice from the Company, water service will be shut off from the Member's property. Southwestern Bartholomew Water Corporation is not responsible for U.S. mail delivery. Failure to receive bill, does not excuse payment.**

The failure of a Member to abide by the terms of this Water Users' Agreement may be considered as cause for the Company to discontinue water service. The Company water service will be shut off within 60 days of discovery of the failure of a Member to abide by the terms of the Water Users' Agreement.

In the event it becomes necessary for the Company to shut off the water from a Member's property for either non-payment for service supplied or other reasons, a fee of Seventy-five Dollars (\$75.00) will be charged for each non-payment of service.

The minimum monthly rate will be payable irrespective of whether any water is used by the Member during any month.

A Membership certificate may be transferred upon the books of the Company upon the payment by the Transferee of a Fifty Dollar (\$50.00) transfer fee, non-refundable.

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

**SOUTHWESTERN BARTHOLOMEW WATER CORPORATION**

_____	_____
Member	President
_____	_____
Member Spouse	Secretary

ACCOUNT NUMBER: \_\_\_\_\_

MEMBER TRANSFERRED TO: \_\_\_\_\_

MEMBERSHIP TRANSFERRED FROM: \_\_\_\_\_

EFFECTIVE DATE OF TRANSFER: \_\_\_\_\_

DATE TRANSFER FEE PAID: \_\_\_\_\_

# CUSTOMER INFORMATION

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

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBERS HOME \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

RECEIVE NOTIFICATIONS VIA (check all that apply)

\_\_\_\_\_ PHONE \_\_\_\_\_ TEXT \_\_\_\_\_ EMAIL

\*SECONDARY NAME \_\_\_\_\_

PHONE NUMBERS HOME \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

RECEIVE NOTIFICATIONS VIA (check all that apply)

\_\_\_\_\_ PHONE \_\_\_\_\_ TEXT \_\_\_\_\_ EMAIL

\*IN CASE OF EMERGENCY NOTIFY \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

PHONE NUMBERS HOME \_\_\_\_\_ CELL \_\_\_\_\_

WOULD YOU LIKE A COPY OF ALL THE FORMS FILLED OUT TODAY ?

INITIAL: \_\_\_\_\_ YES \_\_\_\_\_ NO

ACCOUNT # \_\_\_\_\_

DATE: