

**Knott County Water and Sewer District
WATER USER AGREEMENT**

This Agreement entered into between _____,
(User's Name)

Hereinafter called *User* and KNOTT COUNTY WATER AND SEWER DISTRICT, hereinafter called *Supplier*.

Whereas, the *User* desires to purchase water from the *Supplier*, and the *Supplier* is a public entity whose primary purpose is to provide safe, potable water to residents within its jurisdiction, the *User* hereby enters into this Water User Agreement by the Bylaws of the *Supplier*.

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:

The *Supplier* shall furnish, subject to the limitations set out in its Bylaws, Rules, and Regulations now in force or as hereafter amended, such quantity of water as the *User* may desire in connection with the *User's* occupancy of the following described property:

1. The property to be served is a: _____
(Residence, Mobile Home, Rental Property, Business)
2. The physical address of the property to be served is:

The *User* agrees to pay a connection fee of _____ to the *Supplier*. The *Supplier* shall use the connection fee to install a water meter, cutoff valve, other appurtenances, and a service line which shall begin at the water main and extend to the property line. **The *Supplier* shall have exclusive right to use such cutoff valve and water meter.** The service line shall be connected to the water main line of the *Supplier* at a point determined by the *Supplier* after the *Supplier* has determined in advance that the system has sufficient capacity to permit delivery of water at that point. Likewise, the location of the water meter on the property shall be determined by the *Supplier*. It is the *Supplier's* policy that meters will be set as close as possible to the water main and that the total distance from the water main to the meter will not exceed fifty (50) feet except for cause. It is understood and agreed that the *Supplier* reserves the right to determine the size of service connection to be used to supply water to the *User*. A 5/8-inch by 3/4-inch meter will be used unless the *User* contracts for a larger meter. If the *User* contracts for a larger meter, the *User* agrees to pay the actual cost of materials and labor for installation of such meter. **A separate meter must be installed for each residence and/or place of use. The *Supplier* may shut off water to the *User* if he allows a connection or extension to be made to his service line for the purpose of supplying water to another party.**

The *User* shall install and maintain, at the *User's* own expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The *User* also agrees to be fully responsible for the service line from the water meter to the home/business including the installation of an approved backflow device, if required.

The *User* agrees that no present or future source of water will be connected to any water lines served by the *Supplier's* water lines and will disconnect from his present water supply prior to connecting to and switching to the *Supplier's* system and shall eliminate present or future cross-connections in his system.

The *User* shall connect the *User's* service line to the *Supplier's* water meter and shall commence to use water from the system on the date the water is available to the *User*. **Water charges to the *User* will commence on the date service is made available by the *Supplier*, regardless of whether the *User* is connected to the system.**

The *User* agrees to comply with and be bound by the Articles, Bylaws, Rules, and Regulations of the *Supplier*, now in-force or as hereafter duly and legally supplemented, amended, or changed. The *User* agrees to pay for water at such rates, time and place as shall be determined by the *Supplier*, and agrees to the imposition of such penalties for noncompliance as are now set out in the *Supplier's* Bylaws, Rules, and Regulations, or which have been or hereafter be adopted and imposed by the *Supplier*.

The *Supplier* shall determine the allocation of water to the *User* in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of the *Users*, or in the event there is a shortage of water, the *Supplier* may prorate the water available among the various users on such a basis as is deemed equitable by the *Knott County Water and Sewer District*, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the *Supplier* must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

The *User* agrees to grant to the *Supplier*, its successors and assigns, a perpetual easement in, over, under, and upon land owned by the *User*, with the right to erect, construct, install and lay, and thereafter use, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the *User* for the purpose of ingress to and egress from the said lands.

No person will be denied service on the grounds of race, color, national origin, sex, religion, handicap, or age.

In Witness Whereof, we have executed this agreement this _____ day of _____,
20_____.

Witness:

(Water User)

(Water User's Spouse)

(User's Social Security Number)

(User's Billing Address)

(User's Primary Phone Number)

(User's Secondary Phone Number)

Attest:

Knott Co. Water & Sewer District

By: _____

(Title)