

**PUBLIC WATER SUPPLY DISTRICT NO. 6
Of CLAY COUNTY, MISSOURI**

WATER USER'S AGREEMENT

The undersigned, being the owner or occupier of land located within the above Public Water Supply District, hereby makes application to said District for one (1) water service connection(s), and if water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District, I hereby tender the current service deposit and/or connection fee, per premise. Multi-Unit Dwellings and Trailer Courts shall be subject to the current service deposit per lot. The number of units/lots to be services is _____ amounting to a total deposit of \$ _____. I guarantee that my bills will be paid monthly. This deposit may be refunded later upon notification when service is discontinued and all bills are paid in full. The connection fee, if applicable, will not be refunded.
2. Pay the current minimum monthly meter charge per month for up to and including 1,000 gallons of water for the water service connection from time service is made available by the District, and pay for additional water used at the rate set out in the rate schedule by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. All piping work done in connection with pipe and services connected with the District's main shall be submitted to the inspection of the District before such underground work is covered up. Whenever the District determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, the District may insist and require that it be corrected before the water shall be turned on. The Board may prescribe the type of materials and the standard of workmanship to be followed in enforcing this section. Service pipes must be kept and maintained in good condition and free from all leaks, and for failure to do so the water supply may be discontinued. As per the Rules and Regulations of the District, maintenance responsibilities end at the meter connection, provided by the district. All downstream plumbing is the responsibility of property owner, including but not limited to, isolation valves, private meters, mains, extended services, and ancillary equipment.
4. When the Rules and Regulations of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District on or before the 5th of each month and the undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered or be subject to a late charge of \$25.00. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used. Failure to pay the bill by the 15th day of the following month shall result in discontinuance of the service.
5. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will she/he share, resell, or submit water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.
6. If, after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the By-laws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out by the By-laws and the Rules and Regulations of the District.
7. The undersigned agrees that she/he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of services.

8. The laws of the State of Missouri, the By-laws of the District, and the Rules and Regulations of the District, as presently existing and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
9. The undersigned agrees that she/he will grant a water line easement to the District for the transmission of water over, under and across any interest he may have in real property bounding the roads along which the initial water transmission lines of the District are planned in consideration for the District accepting this application.
10. The undersigned understands and agrees that the District makes no representations whatsoever of the adequacy of fire protection from its water supply system to the undersigned or any other person or party and that no reliance shall be placed by the undersigned, or any other person for whom the undersigned acts in any manner or capacity, on the adequacy of the District's water supply system for fire protection.
11. The location or description of the property to be served by the water service connection (set forth either the legal description of the property or the address and location thereof below).
12. That this agreement supersedes any prior agreement of whatever nature between the undersigned and the District, and embodies the entire agreement of said parties for the water service.

Applicant Name: _____

Co-Applciant: _____

Address: _____

Phone: _____

Signed: _____

Co-Applciant Signed: _____

Please Circle One: Owner Renter Other

Receipt of \$ _____ in the form of Cash/Check is hereby acknowledged.

District Representative Signature

Date