

## **TM Rural Water User District “Water User Agreement”**

THIS AGREEMENT between the TM Rural Water District, a water user district, hereinafter referred to as District, organized and existing under and by virtue of the laws of the State of South Dakota, and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as water user, witnesseth:

WHEREAS, TM Rural Water District is organized as a water user district under SDCL Chapter 46A-9, for the purpose of providing a water system for the conservation, control, and distribution of potable water for domestic, farm and other purposes.

WHEREAS, the water user is the occupant and/or owner of the property hereinafter described.

WHEREAS, the water user desires to purchase water for domestic, farm or other purposes, from the District, and to enter into a water user's agreement as required by the District.

WHEREAS, it is the purpose of this agreement to set forth the obligations of the parties hereto.

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

The District shall furnish, subject to the limitations hereinafter provided, such quantity of water for domestic, farm and other purposes, as may be feasible, to the water user in connection with the occupancy of the following described service or tap location:

The water user agrees to pay a hook-up fee of \_\_\_\_\_ plus cost of construction and other such fees as may be applicable. The said fee shall be due and payable upon the execution of this instrument. Said fees shall not be refundable except upon such conditions as shall be determined by the Board of Directors of the District. Said fees may be adjusted from time to time by the Board of Directors of the District provided, however, that any increase in said hook-up fees shall not be applicable to existing services.

### **Financial Assistance Policy**

Water users who utilize TM Rural Water Districts “**Financial Assistance Policy**” shall agree to reimburse the District for financial assistance given by the District for the construction of the user’s water service through monthly minimum payments on a schedule as amortized by the District.

User agrees to keep their account current and to repay to TM \$\_\_\_\_\_ as the amount of financial assistance provided by TM by means of monthly minimums collected for a period of \_\_\_\_ consecutive months or until which time the amount of financial assistance has been repaid in full. In the event that the water user chooses to convey or assign their interest the property served by TM Rural Water District, any outstanding amount of unpaid financial assistance due to the District, shall be paid in full by the user before the water user may represent to any person or party the District rural water service is available to a new owner.

The District shall install and maintain a service line from its main distribution line to the water service meter. The service line shall connect with the distribution system of the District at the nearest place of desired use by the water user, provided that the District has determined in advance that the district water system is of sufficient capacity to permit delivery of water at that point.

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The water user agrees that as a condition of the agreement by the District to provide water, the water user shall grant or convey or shall cause to be granted over, under and upon the above described land, with the right to erect, construct, install and lay, and thereafter use,

operate and inspect, repair, maintain, reinstall and lay, and thereafter use, operate and inspect, repair, maintain, place, and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The District shall have final jurisdiction in any question of location of said easements and service connection.

The water user further agrees to provide easements of a nature similar to that above described over all other property now owned or hereafter obtained by the water user in the event the District shall reasonably require such easement to provide service to other water users served by the District.

Duly authorized agents, employees and representatives of the District shall have the unconditional right to have access, at all reasonable hours, to the premises of the water user for the purpose of installing or removing the District's property, inspecting piping, reading or testing meters, or for any other purpose in connection with the District's service and facilities. Included in such right shall be the right to enter into a water user's dwelling to inspect piping, read or remove meters, or to install or remove the District's property.

The water user shall pay for such water at such rates, time, and place as shall be determined from time to time by the District.

The District shall purchase and install a cutoff valve and water meter for each service. Such cutoff valve and meter shall be installed at a point agreed upon between the water user and the District. The District shall have the exclusive right to use such cutoff valve to effect the flow of water.

The District shall have the right to determine the allocation of water to users in the event of water shortage. The District may terminate service to a water user who allows a connection or extension to be made to his service line for the purpose of resale or supplying water to another user. No resale of the water from this system shall be allowed. Violation of this provision shall constitute cause for disconnection of a water user's service.

The parties agree the District's agreement to provide water under the terms of this agreement is sufficient consideration for the obligations contained herein.

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

- A. Nonpayment within five days from the due date will be subject to a penalty to be set by the District.
- B. Nonpayment within thirty days from the due date will result in the water being shut off from the water user's property.
- C. Nonpayment of the full amount of the water charges, hook-up fees, or service calls after the original due date will allow the District, in addition to all other rights and remedies to terminate service to the water user and in such event the water user shall not be entitled to receive or shall the District be obligated to supply, any water under this agreement.
- D. In the event it becomes necessary for the District to shut off the water from a water user's property, a fee will be charged for a reconnection of the service.

The provisions of the Rules and Regulations and policies as adopted by the District shall be incorporated into and shall be made a part of the terms of this agreement as if more fully set forth herein.

That in the event the water user, which has executed this agreement, is not the owner of the

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property it shall be necessary for the water user to obtain the agreement of the owner to the terms of this agreement. Such agreement to the terms shall be evidenced by the signature of the owners and shall bind the owner to all the terms and conditions contained herein.

This agreement shall be binding upon the successors, lessors, and assigns of the water user as completely as if executed by the successors, lessors, and assigns.

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

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
Water User

\_\_\_\_\_  
Water User

