**WEST TALLAHATCHIE UTILITIES ASSOCIATION**

**P.O. BOX 478**

**WEBB, MS 38966**

**PHONE/FAX: (662) 375-8081**

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**WATER USERS AGREEMENT**

**SEWER USERS AGREEMENT**

 This agreement entered into between the **WEST TALLAHATCHIE UTILITIES**

**ASSOCIATION**, a non-profit corporation, hereinafter called the “Association, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, member(s) of the Association, hereinafter called “Member”.

**W I T N E S S E T H**

WHEREAS, the member desires to purchase water and sewer service from the Association and to enter into a water and sewer users agreement as required by the Bylaws of the Association.

 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 Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force as hereafter amended, such quantity of water and sewer service as Member may desire in connection with the Member’s occupancy of the following desired property:

 The Member agrees to grant to the Association, its successors and assigns, a perpetual assessment in, over, under, and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water and sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose in ingress to and egress from the above-described lands.

 The Member shall install and maintain at the member’s expense service lines which shall begin at the water meter and a sewer service line which shall begin at a point to be designated by the Association and both water and sewer service lines to be installed by Member, shall extend to the Member’s dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water and sewer service at that point.

 The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water and sewer service at such rates, times, and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association’s Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

 The Member agrees to pay **$105.00** for water and sewer service. ($65.00 deposit, refundable at the end of member’s services if utility bill is fully paid; $25.00 connection and set-up fee, and $15.00 non-refundable membership fee.)

 In the event that service to the Member is terminated, either voluntarily by the Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance then owed on the Member’s account. Should the account be fully paid at the time of the termination of service to the Member, the deposit shall be refunded by the Association within a reasonable time thereafter.

 The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff and water meter.

 The Association shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water or sewage service to a Member who allows a connection or extension to be made of the Members’ service line for the purpose of supplying water or sewer service to another user. In the event the total water supply shall be insufficient to meet all of the needs of the member, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needed of the Member, the Association must first satisfy all of the needs of all of the Members for domestic purposes before supplying any water for livestock purposes before supplying any water for garden purposes.

 The Member agrees that no other present or future source of water service will be connected to any sewer lines served by the Association’s sewer lines and will disconnect from the present sewer services prior to connecting to and switching to the Association’s system and shall eliminate their present or future cross-connections in the member’s system.

 The Member shall connect the service lines to the Association’s distribution system and shall commence to use water and sewer service from the system on the date the water and sewer service is made available to the Member by the Association. Water and sewer service charges to the Member shall commence on the date service is made available.

1. Nonpayment within 10 days from the due date will be subject to a penalty of ten percent of the delinquent account.

2. Nonpayment within thirty (30) days from the due date will result in the water and sewer service being shut off from the customer’s property.

3. In the event it becomes necessary for the Association to shut off the water and sewer from a Member’s property, a $35.00 fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

IN WITNESS THEREOF, we have executed this agreement this \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (DAY)

day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_.

 (MONTH) (YEAR)

(SEAL) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Association

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST: President

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Member’s Signature

**MEMBER INFORMATION**

**Member’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Member’s E-911 (Physical) Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Member’s Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Member’s Telephone Number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employed By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Housing Information \_\_\_\_\_\_ Own \_\_\_\_\_\_\_ Rent (Check One)**

**(NOTE: If the member is renting the home, the utility bill may only be placed in the renter’s name.)**