



Hardin County Water District No. 2

Agreement for Hydraulic Analysis

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____ whose address is _____, Kentucky _____, hereinafter referred to as the **CUSTOMER**, and HARDIN COUNTY WATER DISTRICT NO. 2, P.O. Box 970, Elizabethtown, Kentucky 42702, hereinafter referred to as the **DISTRICT**,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the terms and conditions set forth below, the Parties agree as follows:

1. The **CUSTOMER** hereby requests the **DISTRICT** to perform a water system Hydraulic Computer Analysis “Hydraulic Analysis” to determine if the **District** will have the hydraulic capability to adequately meet the anticipated needs of the proposed development:



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2. The **DISTRICT** agrees to engage the services of a Registered Professional Engineer to perform the services described in paragraph one of this Agreement.
3. The **CUSTOMER** acknowledges that he will be charged by the **DISTRICT** for the Hydraulic Analysis, and the **CUSTOMER** agrees to pay the **DISTRICT** for these services. The **CUSTOMER** will be billed for the actual cost incurred by the District.
4. The **CUSTOMER** agrees to make a good faith deposit of \$ 250.00 prior to the **DISTRICT** commencing the services. At the completion of the services, the **DISTRICT** shall submit an itemized bill to the **CUSTOMER** detailing the actual costs of performing the services. In the event the actual cost is less than the amount of the deposit, then the **DISTRICT** shall promptly refund the difference to the **CUSTOMER**. In the event the actual cost exceeds the amount of the deposit, then the **CUSTOMER** shall promptly pay the **DISTRICT** the difference. Any amount remaining unpaid after thirty (30) days from the date of the bill shall bear interest at the rate of 1 ½ percent per month (18% APR).
5. In the event it is hydraulically feasible to serve the development with water from the **DISTRICT** and if the development is actually constructed or construction has been commenced within one year from the date of the Hydraulic Analysis, the cost of the Hydraulic Analysis that has been paid by the **CUSTOMER** will be credited to the construction escrow security deposit for that specific development. Otherwise, the **CUSTOMER** will not be reimbursed by the **DISTRICT**.
6. The **CUSTOMER** shall promptly pay the **DISTRICT** the amount billed.



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Each of the Parties has executed the Agreement on the date shown opposite his signature.

Date: _____

Customer

Date: _____

District Representative