

Service Address

This agreement entered into between the user, whose address is stated above, hereinafter called "USER" and Hardin County Water District #2, 360 Ring Road, Elizabethtown, KY, hereinafter called "SUPPLIER".

Whereas, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user agreement as required 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 Rules and Regulations as filed with the Public Service Commission, that are now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement.

The USER shall install and maintain at their own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The SUPPLIER shall have exclusive rights to use such cutoff valve and water meter.

The USER shall connect their service lines to the water distribution system and shall commence to use water from the system on the date the water is available to them. *THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM, MAKES WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE AVAILABLE.*

The USER agrees to pay a connection fee of **\$ 25.00** to the SUPPLIER. If the water system is constructed, but if the property covered by this agreement is not reached by the SUPPLIER'S water line, the connection fee will be fully refunded to the USER. *I acknowledge that I have read and understand that the \$25 connection fee will be on my first bill.*

Construction of water lines to serve the property covered under this agreement depends upon the feasibility, availability of funds for construction and approval of all local, state, and federal agencies having jurisdiction over this type of facility. *THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.*

The user agrees to comply with and be bound by the 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 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, and may shut off water to the USER if they allow a connection or extension to be made of their service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all the needs of the user, or in the event there is a shortage of water, the SUPPLIER may pro-rate the water available among the various user, on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of the users, the SUPPLIER must first satisfy all of the needs of all 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 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 their present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-contamination in their system.

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

1. Nonpayment after the due date of the original bill will result in a penalty of **10%** percent of the delinquent account.
2. Nonpayment within twenty days from the mailing date of the original bill will result in termination of service.
3. In the event it becomes necessary for the SUPPLIER to terminate service a termination charge of \$25.00 plus a reconnect charge of \$25.00 as set forth in the utility's tariff will be assessed if service has been terminated for non-payment.

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" X 3/4" meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence, mobile home or other.

The USER agrees to grant to the SUPPLIER, it's 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, operate, inspect, repair, maintain, replace, and remove water pipeline and appurtenant facilities, together 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.



I acknowledge that my application will not be processed until the District has received this application, along with a copy of my ID, deed or lease, and deposit. Deposit payment information may be sent to accounts@hcwd2.org, otherwise, an account specialist will contact you to complete deposit payment.

Signature:

Phone:

OFFICE USE ONLY

Class: Residential **Contact Method:** E-mail:

Sales Tax: Non-Exempt **Disconnect:** **Previous Address:**

Disconnect Date:

Clerk: