

INSTALLATION _____ DEPOSIT _____
TRANSFER FEE _____ TOTAL PAID _____

WATER USERS AGREEMENT

THIS AGREEMENT, between the **TOWN OF BLANCHARD**, a municipal corporation, organized under and pursuant to the laws of the State of Louisiana, hereinafter called the "TOWN" and,

water user of the TOWN OF BLANCHARD, hereinafter called the "**WATER USER**".

WITNESS: WHEREAS, the Water User desires to purchase water for farmstead, domestic, commercial or industrial purposes from the Town, and to enter into a Water Users Agreement as required by the rules and regulations of the Town.

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

The Town agrees to furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, livestock, garden, industrial and commercial purposes as the Water User may desire, in connection with the occupancy of the following property:

Provided, however, that Water User may have delivered to him only such water as may be necessary to supply the needs for the person that the industrial or commercial Water Users shall be entitled to have delivered to them to supply the needs of the particular installation. Commercial establishment on the same premises with the dwelling must have a separate meter.

The Water User shall install and maintain at his own expense a service line, which shall begin at the backside of the meter and extend to the dwelling and other portion of his premises. The Water User shall pay for such water at such rate, time and place as shall be determined by the Town.

The Water User's service line shall connect with the distribution system of the Town at the nearest place of desired use by the Water User, provided the Town had determined in advance that the Town water system is of sufficient capacity to permit delivery of water at that point. Further, the Water User hereby grants and dedicates to the Town any and all rights necessary to utilize such portion of the Water User's property (or rights thereto) in, on or under which any water line or other piping of the water distribution system providing water to the Water User currently lies, or may lie in the future, to the extent such rights are not already granted to the Town or otherwise dedicated to the public. The Water User further consents to the Town's use of Water User's property (or rights thereto) to the extent necessary to effectively deliver water to Water User and/or service, repair, replace, inspect and/or maintain any portion of the water distribution system, whether directly for Water User's benefit or otherwise.

The Town shall purchase and install a cut-off valve and may also include a water meter in each service. Such cut-off valve and meter shall be installed within three feet of the Town's distribution system. The Town shall have exclusive right to the cut-off valve and water meter and to turn it on and off.

The Town shall have final jurisdiction in any question of location of any service line connection to its distribution system and shall determine the allocation of water to water users in the event of a water shortage. The Town may shut off water to water user who allows a connection or extension to be made to his service line for the purpose of supplying water to another user or dwelling.

The failure of a water user to pay a water charge duly implied shall result in the automatic imposition of the following penalties:

- A. In the event a check for the deposit and/or transfer fee is returned to the Town for any reason, the water service will terminate and the meter will be locked **IMMEDIATELY**. There will be a service charge of \$25.00 for each returned check.
- B. Non-payment after due date (15th of the month) will be subject to a penalty of ten (10%) percent of the delinquent amount.
- C. Non-payment as of 8:30 a.m. on the morning of the 25th of each month will result in the water being shut off from the water user's property and a \$35.00 fee will apply, no exception.

IN THE EVENT IT BECOMES NECESSARY FOR THE TOWN TO SHUT OFF THE WATER METER FROM THE WATER USER'S PROPERTY, A LATE FEE OF \$35.00 WILL BE CHARGED. It is expressly understood and provided that this Water Users Agreement in no way obligates the Town to install water meters and furnish water to the Water User.

NOTICE: THERE IS A FEDERAL BAN PROHIBITING THE USE OF SOLDER OR OTHER MATERIAL CONTAINING LEAD.

IN WITNESS WHEREOF, I have executed this Agreement this _____ day of _____, 201 _____.

USER: _____ TOWN: _____