

WATER USERS AGREEMENT
WATERWORKS DISTRICT NO 1
DESOTO PARISH
320 Liberty Lane
Grand Cane, LA 71032
P. O. Box 1409
MANSFIELD, LA 71052
theresaz@desosowater.com
318-872-0004 Office
318-872-0005 Fax

Account # _____
Location _____
Cycle # _____
Meter Install Fee _____
Service Connect Fee _____
Water Deposit Fee _____
Total Fee _____
Last 4 Credit Card No. _____
Check No. _____
Date Paid _____

This agreement entered into between the Waterworks District No 1 DeSoto Parish a duly organized political subdivision of DeSoto Parish, Louisiana, hereinafter called the "District" and, _____, a water customer(s) of the District, hereinafter called "Customer." (Print name)

Whereas, the Customer desire to purchase water from Waterworks District No 1 DeSoto Parish and to enter into a water user's agreement as required by the Bylaws of the District.

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 District shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as the Customer may desire in connection with the Customer's

Occupancy of the following described property.

1. Service Address (911 address) _____
Street city state zip

2. Billing Address if different _____
Street city state zip

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

- 1. Payment is due by the 18th of the month. A 10% late fee will be applied on the 19th to all delinquent accounts.**
- 2. If payment is not made on or by the 28th of the month water service may be disconnected. Past due accounts are subject to be disconnected at any time.**
- 3. In the event it becomes necessary for the District to shut off the water from a Customer's property, a \$45.00 unlock fee by the District will be charged for the reconnection of the service. A \$75.00 reinstall fee if the meter has been pulled for non-payment.**
- 4. In the event a lock is removed before the reconnection fee is paid, the customer is subject to a \$100.00 charge for the lock. As a reminder any customer that removes a lock may be subject to the utility theft law if the lock is removed by someone other than a District employee.**
- 5. Payment should be made by CHECK, CREDIT CARD OR MONEY ORDER. Cash is not accepted. A minimum \$2.95 transaction fee set by credit card company will be charged to all credit/debit transactions. Pay online at www.MyPayStar.net/DWD1**
- 6. A \$30.00 monthly minimum charge will apply to any account with an active meter.**
- 7. If a customer needs his/her water cut-off after business hours, a \$75.00 fee may be incurred.**

The District shall install a water meter, a cut-off valve and a service line, which shall begin at the water main line and extend to the property line. The District shall have exclusive right to use such cut-off valve and water meter. The service line shall connect with the water main line of the District at the nearest place of desired use by the Customer, provided the District has determined in advance that the system has sufficient capacity to permit delivery of water at that point. A separate water service is required for each dwelling or place of use unless specifically approved by the District.

The Customer agrees to grant to the District, its successors and assigns a perpetual easement in, over, under and upon the above described land, as well as adjacent land owned by others which might be convenient and necessary for the installation and maintenance of the water lines, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the District for the purpose of ingress to and egress from the above-described lands.

The Customer shall install and maintain at the Customer's expense a service (3/4" minimum), which shall begin at the meter and extend to the residence, business, or place of use. The service line shall connect to the District's water meter. The Customer also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

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

The Customer agrees to pay a refundable water meter deposit in the amount of the above deposit fee. In the event service to the Customer is terminated, either voluntarily by the Customer, or by the District, for cause, the deposit shall be held and applied by the District to any unpaid balance then owing on the Customer's account. Should the account be fully paid at the time of termination of service to the Customer, the deposit shall be refunded by the District within a reasonable time thereafter.

The District shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to the Customer in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customer, or in the event there is a shortage of water, the District may prorate the water available among various Customers 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 Customers and require adherence thereto or 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 needs of all the Customers, the District must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock and must satisfy all the needs of Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the District's waterlines and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross-connections in the Customer's system.

The Customer shall connect the service lines to the District's water meter and shall commence to use water from the system on the date the water is made available, to the Customer by the District. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

The District recommends the customer install a **pressure reducer valve on their side** of the water meter to regulate the water pressure inside their home.

IN WITNESS WHEREOF, we have executed this agreement this _____ Day of _____, 20_____.

CUSTOMER SIGNATURE

SPOUSE'S NAME (if applicable)

SOCIAL SECURITY NUMBER (REQUIRED)

HOME PHONE NUMBER

DATE OF BIRTH

CELL PHONE NUMBER

PLACE OF EMPLOYMENT & NUMBER

DRIVERS LICENSE NUMBER
(Copy of Driver's License Required)

EMAIL ADDRESS FOR PAPERLESS BILLING