

LOCATION OF PROPERTY TO BE SERVED: **EXISTING SERVICE CONTRACT** CUSTOMER BILLING ADDRESS:

Name _____

Name _____

Road/ Route _____

Road/ Route _____

City/ State/ Zip _____

City/ State/ Zip _____

Phone _____

Phone _____

ACCOUNT NUMBER _____

DATE _____

**NORTH NELSON
WATER DISTRICT**

WATER SERVICE CONTRACT

502-348-8342

This contract entered into between _____, hereinafter called "USER"
Customer

and the **NORTH NELSON WATER DISTRICT**, hereinafter called "SUPPLIER".

WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this service contract as required by 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:

SECTION 1. The SUPPLIER shall furnish, subject to the limitations set out in its rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed, such quantity of water as the USER may desire in connection with the property to be served by this Water Service Contract as listed above.

SECTION 2. The USER agrees to comply with and be bound by the rules, regulations, and tariffs 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 non-compliance as set out in the SUPPLIER's rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed.

The USER agrees to pay the SUPPLIER a deposit of \$ _____ as set out in the SUPPLIER's approved tariff.

The USER shall install and maintain, at his/her own expense, the service line that begins at the meter and extends to the dwelling or place of use and shall connect his/her service line to the water distribution system. The USER may install, at his/her own expense, a cutoff valve to be located after the meter.

The USER's failure to pay water charges duly imposed shall result in the automatic imposition of penalties as set out in the SUPPLIER's approved tariff. Penalties shall include, but not be limited to, a late payment penalty charge, termination of service, and a reconnection fee.

SECTION 3. 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 the standard meter used. If a USER contracts for a larger meter, the USER agrees to pay the actual costs of materials and labor for the installation of such a meter.

The SUPPLIER shall determine the location of the water meter on the property and such location will not be more than fifty (50) feet from the main.

The SUPPLIER shall purchase and install the water meter and other appurtenances thereto and has the exclusive right to use said water meter and/or other appurtenances.

The SUPPLIER shall serve each individual residence or place of use with a separate meter, except for special circumstances, which require approval of the SUPPLIER's Board of Commissioners.

SECTION 4. 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 such event occurs. The SUPPLIER may shut off water to the USER if the USER allows a connection or extension to be made to his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the needs of the USERS, or in the event there is a shortage of water, the SUPPLIER must first satisfy all of the needs of all of the USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the USERS for domestic and livestock purposes before supplying any water for garden or other purposes.

SECTION 5. 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 USER shall disconnect from his/her present water supply, well, or other source, prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his/her system.

SECTION 6. The USER hereby grants the SUPPLIER a perpetual easement over, under, and across USER's land to install, construct, maintain, repair, replace, and remove meters, water lines, and appurtenant facilities. In addition, the USER also hereby grants the SUPPLIER the right of ingress and egress for the purpose of reading, repairing, and replacing USER's meter, and for the purpose of connecting and disconnecting USER's water service.

SECTION 7. For new connections, the USER agrees to pay to the SUPPLIER the meter connection/tap-on fee of \$_____ as set out in the SUPPLIER's approved tariff. If the meter to be installed is more than fifty (50) feet from the main, then the USER also agrees to pay for the additional materials and labor costs associated with the longer connection.

For new connections, it is understood and agreed that the USER will pay for service beginning on the date the meter setting is in place, regardless of whether the USER meter has been installed, whether the USER is connected to the system, or whether the USER is utilizing any water from the system. The amount charged will depend upon any usage, but at no time be less than the minimum bill for the USER's appropriate customer classification.

IN TESTIMONY WHEREOF, this Water Service Contract has been executed by the USER and the duly authorized representative of the SUPPLIER.

CUSTOMER (USER)

USER SIGNATURE

DATE

PHONE _____

WITNESS _____

DATE _____

NORTH NELSON WATER DISTRICT (SUPPLIER)

By: _____

DATE _____

NAME and TITLE

North Nelson Water District
PO Box 25
5555 Louisville Road
Cox's Creek, KY 40013
Phone 502-348-8342