

**GALLATIN COUNTY WATER DISTRICT
WATER USER AGREEMENT**

This agreement entered into between _____, whose address is _____.

Hereinafter called "USER" and the Gallatin County Water District whose address is 4500 Hwy 455 Sparta, KY 41086, hereinafter called the "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 here understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish subject to the limitations set out in its' Bylaws, Rules and Regulations now in force or hereafter amended such quantity of water as the USER may desire in connection with the property served by the agreement. The property to be served by this agreement is a **BUSINESS or RESIDENCE**

(Circle One)

located at _____ and the structure type is _____.

The USER shall install and maintain, at his/her own expense, a service line, which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive rights to such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him/her. **WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS WHETHER THE USER IS CONNECTED TO THE SYSTEM.**

The USER agrees to pay a connection fee of Eleven Hundred dollars (\$1,100) to the SUPPLIER. If the water system constructed, by 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. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of 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 Articles, Bylaws, 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 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 Bylaws, Rules and Regulations or which have been or hereinafter adopted and imposed by the SUPPLIER.

In the event the USER shall breach this agreement by refusing or failing without just cause to connect his service line to the SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of Three Hundred Dollars (\$300) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damage to the SUPPLIER and it would be difficult, if not impossible to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damage.

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 in connection or extension to be made of 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 the needs of the users, or in the event there is a shortage of water, the SUPPLIER may prorate the water available amount the various users on such basis as deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet the needs of all the users, the SUPPLIER must first satisfy all the needs of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all the 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 serviced by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his/her systems.

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

1. Non-payment after the 10th of the month will be subject to a ten percent (10%) penalty of the delinquent account.
2. Non-payment within twenty days (20) from the due date will result in the water line shutoff from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water due to non-payment from the USER'S property, a fee of thirty five dollars (\$35) will be charged for disconnection and to restore the service a fee of thirty five dollars (\$35) will be charged for reconnection.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service to be used to supply water to the USER. A 5/8-inch by 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by Trailer Parks when trailers are not supplied by individual meters.

The USER agrees to grant the SUPPLIER, its 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, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purpose of ingress to and ingress from the said lands.

I have received a copy of this Water User Agreement and a copy of the Payment Procedures and Water Rates.

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

SIGNATURE

SOCIAL SECURITY #

MAILING ADDRESS

PHONE #