

OTWELL WATER CORPORATION
WATER USER'S AGREEMENT
\$100.00

Account: _____
Location: _____
Membership: _____

THIS AGREEMENT, between the OTWELL WATER CORPORATION, a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Company, and A member of the Company hereinafter called the member. WITNESS: LouAnn Mangin, Jessica Troutman, Robin Whaley.

desires to purchase domestic water from the Company, and to enter into a water user's agreement as required by the by-laws of the Company.

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

The Company shall furnish, subject to the limitations hereinafter provided for such quality of water for domestic purposes as the Member may desire in connection with his occupancy of the following described property

Member shall install and maintain at his/her expense a service line which shall begin at the water meter and extend to the dwelling and other portion of his/her premises. It is also the Member's responsibility to install and maintain a pressure reducing valve if needed. No part of such service line to or within the Member's premises may relate to any source of water other than the Company's distribution system.

The Member's service line shall connect with the distribution system of the Company at the nearest place of use by the Member, provided the Company has determined in advance that the Company water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time and place as shall be determined by the Company.

The Member agrees to provide the Company without charge to the Company but in consideration of the execution of this agreement by the Company such easements and right-of-way as may be required for the purpose of installing and maintaining, removing, and relocating such water transmission lines as the Company may require in connection with its overall undertaking.

The Company shall purchase and install a cutoff valve and may also include a water meter in each service. Such cut off valve and meter shall be installed at a point agreed upon between the user and Company. The Company shall retain ownership of, and have exclusive rights of use, such cutoff valve and water meter and to turn it on and off.

The Company shall have final jurisdiction in any question of locations of any service line connecting to its distribution system; it shall determine the allocation of water to Members in the event of a water shortage.

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

A. Nonpayment within ten days from the due date will be subject to a penalty of ten (10) percent of that part of the delinquent account which does not exceed \$3.00, plus (3) percent of any delinquent amount more than \$3.00.

B. Nonpayment within thirty days from the due date will result in the water being shut off from the Member's property.

C. Nonpayment for sixty days after original due date will allow the Company, in addition to all other rights and remedies, to purchase the Member's Membership Certificate and terminate his/her membership, and, in such event, the Member shall not be entitled to receive, nor the Company obligated to supply any water under this agreement

In the event it becomes necessary for the Company to shut off the water from a member's property, a fee of \$80.00 will be charged for a reconnection of the service.

IN WITNESS WHEREOF, WE HAVE HEREUNTO EXECUTED THIS AGREEMENT THIS ____ DAY OF

_____, _____.

X _____

GARY PRIDE-President

SCOTT BIRK-Secretary