

B & B Water Project, Inc.
WATER USERS' AGREEMENT

This agreement, between B&B Water, a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter, called the Supplier and Latest Signatory on the Reverse Side a member of the Supplier hereinafter called the User:

WHEREAS: The User desires to purchase farmstead or domestic water from the Supplier, and to enter into a water user's agreement as required by the bylaws of the Supplier.

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

The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the User may desire in connection with his occupancy of the property described on front.

The User shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of his premises. No part of such service line to or within the User's premises may be connected with any source of water other than the Supplier's distribution system.

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

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

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

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

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

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

- a. Non-payment within 17 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 three (3) percent of any delinquent amount in excess of \$3.00.
- b. Non-payment within 60 days from the due date will result in the water being shut off from the User's property.
- c. All final bills are finalized on the date of closing and calculated by the billing system based on the minimum base rate charge. No bills will be prorated.

In the event it becomes necessary for the Supplier to shut off the water from the User's property, a fee of \$100 dollars will be charged for a reconnection of service. A meter that is tampered with after being disconnected an additional charge of \$50 dollars will be owed in addition to any cost to repair or replace a meter.

APPROVED BY:

B&B WATER BOARD OF DIRECTORS

Updated October 19,2021