

WATER USER'S AGREEMENT

THIS AGREEMENT, between the MINNEHAHA COMMUNITY WATER, CORP., a South Dakota non-profit corporation (hereinafter called corporation), organized and existing under and by virtue of the laws of the state of South Dakota, and \_\_\_\_\_ (hereinafter called water user).  
(Insert your name)

WHEREAS, the water user desires to purchase water for domestic, farm and other purposes, from the corporation, and to enter into a water user's agreement as required by the Bylaws of the corporation;

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

The corporation shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, farm and other purposes, as the water user shall desire in connection with his occupancy of the following described property:

(Enter legal description for new installations only)

Address of Property: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The corporation will install, at the water user's expense, a meter pit and service line to the corporation's nearest mainline distribution pipe. Such meter pit shall be installed in a location agreed upon between the water user and the corporation. The corporation shall provide at the corporation's expense, a water meter for each service. The corporation shall have the exclusive right to use the water shutoff valve and water meter, and to turn the service on and off.

The water user agrees to grant or convey or shall cause to be granted or conveyed to the corporation, its successors or assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The corporation shall have final jurisdiction in any question of location of said easements and service connection.

Duly authorized agents of the corporation shall have access, at all reasonable hours, to the premises of the water user for the purpose of installing or removing the corporation's property, inspecting piping, reading, or testing meters, or for any other purpose in connection with the corporation's service and facilities.

The water user agrees to pay for water service at such rates, time and place as shall be determined by the corporation and shall otherwise abide by all the Bylaws and rules and regulations adopted by the corporation. Monthly charges for water service will commence thirty (30) days after the water service line is installed and operational, or one year from the date the hookup is approved by the manager, whichever is sooner.

The corporation shall have the right to determine the allocation of water to users in the event of a water shortage. The corporation may shut off the water to a water user who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. No resale of the water from this system shall be allowed. Violation of this provision shall constitute cause for disconnection of a water user's service.

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

- A. Payment received after the twentieth (20<sup>th</sup>) of each month will be subject to a late charge.
- B. Nonpayment within thirty (30) days after the original due date will allow the corporation, upon due notice, to disconnect the water service.
- C. In the event it becomes necessary for the corporation to shut off the water from a water user's property, a fee will be charged for reconnection of the service.
- D. Non-payment of any amount owing to the corporation for a period of more than one (1) year shall, without further notice, result in a complete forfeiture of any rights held by the water user under this agreement.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

MINNEHAHA COMMUNITY WATER, CORP.

Paul D. Hensel  
Secretary

By: Lloyd A. Roney  
President

\_\_\_\_\_  
Water User

\_\_\_\_\_ Owner

\_\_\_\_\_ Tenant

Please select appropriate ownership.

**Property Owner(s):**

_____	_____
Property Owners	Home Phone
_____	_____
Current Mailing Address	Cell #
_____	_____
City, State, Zip	Cell #
_____	
Email Address	

**Tenant(s):**

_____	_____
If Tenant, Name	Home Phone
_____	_____
Email Address	Cell #

I/we have received a copy of the Rules & Regulations. \_\_\_\_\_  
(Please initial)

**New Installations please fill out your estimated water needs.**

**\*\*\*Change of Occupancy: If the water use will be the same as the previous owner, please go to the signature & date line. If the water use will be more, please fill out your estimated water needs. Thank you. \*\*\***

**ESTIMATED WATER NEEDS**

I would be interested in water for: \_\_\_\_\_ Household use only  
 \_\_\_\_\_ Household use now and possibly livestock later  
 \_\_\_\_\_ Household and livestock use  
 \_\_\_\_\_ Livestock use only

Note: Please indicate the number of livestock that you would have on your place at any one time rather than the total number over an entire year.

	<u>Present #</u>	<u>Approx. Future #</u>
1. Persons . . . . .	_____	_____
2. Dairy Cattle (Avg. Milked) . . . . .	_____	_____
3. Other Cattle (Including Dry Dairy Cows).	_____	_____
4. Hogs . . . . .	_____	_____
5. Sheep . . . . .	_____	_____
6. Poultry . . . . .	_____	_____
7. Horses . . . . .	_____	_____
8. Other . . . . .	_____	_____

Is this service for: \_\_\_ New Home Being Built \_\_\_ An Existing Home \_\_\_ Other \_\_\_\_\_  
(Please Specify)

**Signed:** \_\_\_\_\_ Date \_\_\_\_\_