The Hudson and Gaars Mill Water System, Inc.

Water Users Agreement

This agreement, between the Hudson and Gaars Mill Water System, a non-profit corporation, hereinafter referred to as the Association, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

A member of the Association hereinafter referred to as Members.

Whereas the member desired to purchase water from the Association, and to enter into a water users’ agreement as required by the Bylaws of the Association.

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

The Association shall furnish, subject to the limitations set out in rules and regulations and Bylaws and those hereinafter provided, such quantity of water as the member may desire in connection with his occupancy of the following described property:

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The member hereby grants the Association, 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, 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 width of said easement shall be not less than 10’ from the road right of way.

The member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Member agrees to pay for water at such rates, time and place as shall be determined by the Association and agrees to the penalties for noncompliance with the above as set out in the current rules and regulations.

The Association shall purchase and install a cutoff valve and a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system shall determine the allocation of water to members in the event of a water shortage; may shut off water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event of total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all the members, the Corporation must first satisfy the needs of all members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees to comply with the requirements of the Louisiana State Board of Health that no present or future source of water will be connected to any water lines served by the Association’s water lines and will disconnect from his present water supply prior to connecting to and switching to the Association’s system.

The member shall connect his service lines to the Association’s distribution system and shall commence to use water from the system on the date that the water is available to the member by the Association. Water charges to the member shall commence on the date that the service is made available.

The Board of Directors shall have the authority to sell the deposit of any member in the event of nonpayment of any charges or assessments owed by said member within thirty (30) days after demand for payment, properly addressed to such delinquent members. The proceeds of any sale of deposits over and above the amount due to the Association shall be paid to the delinquent member. In lieu of such sale of deposits over and above the amount due to the Association at a price determined by the Board to be the fair value of the deposit or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent member.

In the event the member shall breach this contract by (1) refusing or failing, without just cause to connect his service line to the Association’s distribution system as set fort above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events the member agrees to forfeit his deposit (connection) fee.

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

(1) Nonpayment within 15 days from the due date will be subject to a penalty of ten percent (10%) of the delinquent account.

(2) Nonpayment within 45 days from the due date will result in the water being shut off from the customer's property.

(3) In the event it becomes necessary for the Association to shut off water from a customer's property, a fee of $50.00 will be charged for a reconnection of the service.

In witness whereof, we have hereunto executed this agreement this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, in duplicate of original.

Attest: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

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Member