

WATER USERS AGREEMENT

WATER USERS AGREEMENT (“this Agreement”), effective as of this ____ day of _____, _____, by and between Northwest Rural Water District, a political subdivision, whose address is 5091 142nd Ave NW, P.O. Box 1285, Williston, North Dakota 58802-1285 (“the District”), and _____, whose address is _____ (“the Customer”).

In consideration of the mutual covenants, promises, and agreement contained herein, the parties understand and agree as follows:

1. Furnish Water. Subject to the limitations set out in this Agreement, the Rules and Regulations of the District, and the By-Laws of the District, the District shall furnish such quantity of water as the Customer desires, or permit the purchase through the District’s infrastructure of such quantity of water as the Customer desires, as applicable, in connection with the Customer’s ownership or use of the following described real property in Williams County, North Dakota, to-wit:

(“the Property”).

a. **The District shall not be required to provide, and does not guarantee, the quantity or pressure of water for fire flow or firefighting needs of the Customer.**

b. The District shall determine the allocation of water to the Customer and may prorate the water available among all the District’s Members (as such term is defined in Section 1 of Article IV of the District’s By-Laws, and hereinafter referred to as

“Members”) and Non-Member Customers (as such term is defined in Section 2 of Article IV of the District’s By-Laws, hereinafter referred to as “Non-Member Customers”), as determined equitable in the sole discretion of the District, in the event that the total water supply is insufficient to meet the needs of all the District’s Members and Non-Member Customers or in the event of a shortage of water, ensuring that the needs of the District’s Members and domestic purposes for supplying water are met before other purposes including before the needs of the District’s Non-Member Customers.

2. Compliance. The Customer shall comply with and be bound by the Articles of Incorporation of the District, the By-Laws of the District, and the Rules and Regulations of the District all of which are now in force and may hereafter duly and legally be supplemented, amended, or adopted.

3. Fees and Charges. The Customer shall timely pay all applicable fees and charges as prescribed by the District, which include the following fees and charges:

- a. Application Fee,
- b. Hook-up Fee,
- c. Meter Assembly Fee, if any, and
- d. Installation Charges.

4. Payment. The Customer shall pay for water at such rates, times and places as determined by the District, starting with the date on which the water is first made available to the Customer at the curbside on the Property, whether the Customer uses the water on said date.

5. Penalty. The Customer shall comply with the imposition of penalties, charges, or fees by the District for noncompliance, including, but not limited to, termination of services without notice for nonpayment of monthly charges.

6. Easement. The Customer, or, if the Customer is a lessee of or has a substantial possessor interest in the Property, then the record title owner of the Property, shall execute a Right-of-Way Easement Agreement, which document is provided by the District, that grants and conveys a permanent right-of-way easement and powers to the District for installing, maintaining, and repairing water mains or pipelines and other appurtenances and fixtures related thereto.

7. Determine Delivery Point. Prior to the Customer's installation of the service pipeline as further described herein and in the Rules and Regulations of the District, the District shall determine whether its system has sufficient capacity to permit delivery of water at the point the Customer chooses to connect to its distribution system, meaning that the District has final jurisdiction in any question of location of any service pipeline connection to its distribution system.

8. Curbstop. The District shall purchase a curbstop, and the Customer shall install the curbstop on the Property at a location in the discretion of the Customer. The District has the exclusive right to use the curbstop.

9. Service Pipeline. The Customer shall install a service pipeline, at the Customer's own expense as more fully described in the Rules and Regulations of the District, from the main distribution pipeline of the District on or near the Property and extend to the dwelling or place of use. The installation shall be done in accordance with the Rules and Regulations of the District, which includes, but is not limited to, hiring a licensed and approved plumber and hiring a licensed and approved contractor to complete the installation.

10. Other Water Sources. The Customer shall not connect a present or future source of water to the distribution pipelines or service pipelines of the District without prior, written consent of the District.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates provided below, but effective as of the date first above written.

NORTHWEST RURAL WATER DISTRICT

Date: _____

By: _____
Mark Owan, President

CUSTOMER:

Date: _____

Name of Customer (if Customer is an Entity)

Signature of Person Signing

By: _____
Printed Name of Person Signing

Its: _____
Title of Person Signing (if Customer is an Entity)

STATE OF NORTH DAKOTA)
 :SS.
COUNTY OF WILLIAMS)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Mark Owan, being the President of Northwest Rural Water District, a political subdivision, for and on behalf of said district.

Notary Public

Customer is an Individual:

STATE OF _____)
:ss.
COUNTY OF _____)

On this ____ day of _____, in the year _____ before me personally appeared _____ (name of individual), known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

Notary Public

Customer is an Entity:

STATE OF _____)
:ss.
COUNTY OF _____)

On this ____ day of _____, in the year _____ before me personally appeared _____ (name of person signing), made known to me to be the _____ (title of person signing) of the entity that is described in and who executed the within instrument, and acknowledged to me that such entity executed the same.

Notary Public