

# JACKSON COUNTY WATER COMPANY, INC.

Account # _____	Office Use Only Amount _____	Date _____
Property Description _____	Receipt # _____	

## WATER USERS AGREEMENT

This agreement entered into between the Jackson County Water Co., located at 124 West Huron Street, Jackson, Ohio, a nonprofit corporation/a public body prohibited from discriminating on the basis of race, color, national origin, sex, age or disability, in accordance with Federal law and U.S. Department of Agriculture policy, hereinafter referred to as "**JCWC**",

and \_\_\_\_\_, (SS# \_\_\_\_\_), herein designated as **Member**

and **Customer**; and \_\_\_\_\_, (SS# \_\_\_\_\_), customer(s) of JCWC, hereinafter referred to as "**Customer**."

### WITNESSETH

Whereas, JCWC is the owner and operator of a water utility which is organized pursuant to the Ohio Revised Code, Section 1702.01 et seq.

Whereas, the Customer desires to purchase water from JCWC and to enter into a water users agreement and agrees to be bound by the Bylaws, Rules and Regulations, and Policies and Procedures of JCWC. A copy of the Bylaws, Rules & Regulations, and Policies and Procedures are available upon request.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

JCWC shall furnish, subject to its operational limitations, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described real estate:

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ Phone # \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ Phone # \_\_\_\_\_

The Customer/Landowner agrees to grant to JCWC, its successors and assigns, a perpetual easement in, over, under, and upon the above-described land. The Customer/Landowner grants to JCWC a license to be upon above-described property for purposes to provide water service.

The Customer 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. This will include a shut-off valve at some location for customer's use. The Customer's service shall be placed at the discretion of JCWC and completion of the installation of service shall constitute final completion of installation and reclamation of the tap site. Billing on this account will commence upon completion of installation of the water service.

The Customer agrees to comply with and be bound by this Agreement and also agrees to pay for water at such rates, time, and place as shall be determined by JCWC, and agrees to imposition of such penalties for noncompliance as are now set out in this Agreement now in force, or as hereafter duly and legally supplemented, amended, or changed.

JCWC shall have exclusive ownership and right to use and install a meter, meter base, an enclosure vault and any and all related fixtures for each service, as well as the right to permanently continue the placement of any such installation or the replacement of the installation on the subject real estate regardless of change in ownership or occupancy of the subject real estate, regardless of activity in the subject account. The Customer may be solely liable for any damages to JCWC equipment located on Customer's real estate.

Customer agrees that JCWC shall not be liable or responsible for any damages caused to customers, customer's personal property or third parties located on customer's real estate as a result of any interruption or loss or increase of water service from any cause.

The Customer agrees that in the event that service to this account is terminated due to Customer's violation of this agreement, any violation must be rectified before the account can be re-instated. Any outstanding amount owed to JCWC on this service must be satisfied prior to re-instatement or transfer of this account.

JCWC shall have final authority in any question of location of any meter and/or service line connection to its distribution system; and shall determine the allocation of water to Customers including quantity and method of use in the event of a water shortage. Customer agrees that water service is limited to servicing one (1) occupied dwelling. Customer further agrees that any multiple connection, that is, more than one occupied dwelling connected to a single meter, is a violation of this agreement and water service will be subject to disconnection until violation is corrected.

The Customer agrees that no other present or future source of water will be connected to any waterlines served by JCWC waterlines and shall eliminate any present or future cross/connections in the Customer's system. The Customer is required to install sufficient pressure reducing and backflow prevention devices in the Customer's service line. The Customer agrees to allow inspection of Customer's plumbing prior to activating service and anytime thereafter to ensure compliance with all applicable JCWC, State, Local and Federal regulations.

In the event that water service cannot be made available by JCWC to the Customer for reasonable cause, JCWC shall have the right to terminate this agreement by delivering written notice to the Customer at the earlier described real estate.

In the event the Customer shall breach this agreement by intentionally violating any regulation, policy, law or statute of any governmental agency, regulatory body, this Agreement, or related agency; then in any such event, the Customer accepts liability and further agrees to pay the Association any related costs resulting from this or any such violation.

Amount Due:

- Standard 3/4" residential service ... \$2000.00
- Standard 1" residential service ... \$2500.00
- Account Transfer Fee ... \$20.00
- Deposit ... \$60.00 (Refundable upon final payment in full)
- Additional work to be billed according to time and materials \_\_\_\_\_

Additional Fee Schedule:

1. Returned check fee ... \$25.00
2. Additional fee for returned check on delinquent shut-off account ... \$60.00
3. Meter/Lock tampering .... subject to \$200.00 penalty and/or criminal prosecution
4. After-hours service calls .... \$35.00/hr
5. Delinquency notice by first class mail ... \$5.00

Fees are subject to change by Board action.

Failure of a Customer to pay water charges duly imposed shall result in the following:

1. Ten percent penalty will be applied to every account balance not paid by the due date.
2. Any past due amount carried 30 days after the initial due date will be assessed 2% interest per month in addition to any other penalty.
3. Accounts over thirty days outstanding will be subject to disconnection.
4. Nonpayment of past due amount will result in the mailing of a delinquent notice stating a final service date. In the event the delinquent amount is not paid by this final service date, the \$60.00 delinquent service fee will be charged.
5. In the event water service is disconnected from the Customer's property, payment of the entire balance due plus the \$60.00 Delinquent Service Fee will be required in order to restore service. JCWC will not accept personal checks on delinquent accounts on the day of disconnection or for the re-activation of a delinquent account.
6. Following payment of required balance, service will be restored at the company's discretion, but within 24 hours of payment.
7. In the case of an account transfer, the applicant accepts responsibility for any outstanding balance on this account.
8. Returned checks will result in the Customer being placed on a "cash basis" for up to 1 year
9. Customer is responsible for the balance on this account or any account in their name prior to opening a new account or the transfer to an existing account.

I acknowledge that I am the owner of the real estate described above, that I acknowledge and agree with the policies and requirements outlined within this agreement.

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

\_\_\_\_\_  
Customer/Account Holder/Member

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Jackson County Water Authorized Representative

**STATE OF OHIO, \_\_\_\_\_ COUNTY, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said State personally came

\_\_\_\_\_, the Property Owner/Customer in the foregoing document who acknowledged the signing thereof to be their voluntary act and deed. Witness my official signature and seal on the day last above mentioned.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Ohio

My commission expires: \_\_\_\_\_

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.