

WATER USE AGREEMENT

DATE: _____

I, _____, hereby make application to the East Leflore Water and Sewer District, (hereinafter called "Association") for water service at the following location:

In consideration of the Association's undertaking the financing and construction of a waterworks system, I agree:

1. To install and maintain at my expense the necessary service line to cause the property described above which is owned or occupied by me to be connected with the waterworks to the property line.
2. The undersigned parties hereby convey to East Leflore Water and Sewer District, the right to install and maintain existing or future lines as deemed necessary by said Association to provide adequate water to the property described above and further conveys and grants to said Association a perpetual ten foot easement across the described property with the aforesaid waterline being the center thereof for said purposes. This easement shall run with the land described above and apply to all subsequent owners of said property, including all heirs, devisees, and assigns of the undersigned property owners. The exact location of any future water lines to be deemed necessary to be installed shall be determined by the Association after consultation with the undersigned. In such installations, East Leflore Water and Sewer District, agrees to place additional water facilities, insofar as is reasonably possible, parallel to the property boundary lines of the property described above.
3. To begin using water immediately after being notified by the Association that service is available or to pay not less than the minimum water bill for a minimum period of thirty-six (36) months after notification of the Association that service is available, whether or not a connection is made or water consumed. It is further understood that any consumption in excess of the minimum rate will be charged in accordance with a schedule of monthly rates to be published by the Association.
4. To use water in accordance with the rules and regulations to be established by the Association and to promptly pay for the water at the applicable schedule of rate. If at any time services are interrupted due to non-payment, the district shall charge a fifty-dollar (50.00) reconnect fee plus the delinquent amount.
5. To pay a non-refundable connection charge, or tapping fee for water and/or sewer of _____ Dollars (\$ _____), to be charged applicants subscribing for water prior to start of construction of system, and a meter deposit of fifty dollars (50.00), said meter deposit being refundable in accordance with the rules and regulations of the Association.

It is further understood that if for any reason the Association is unable to provide me with water service anticipated by the application, the full amount of my total fees will be refunded to me.

\$ _____ Meter Deposit
\$ _____ Water Tap Fee
\$ _____ Sewer Tap Fee
\$ _____ Turn on Fee
\$ _____ Total

Date Received _____

By: _____

Cash _____ Check _____

Type of service: Residential _____

Rent _____

Own _____

Other _____

In the event that the undersigned become delinquent in the payment of the fees incurred by East Leflore Water and Sewer District in Connection with the water and sewer service rendered to be, the undersigned agrees to pay all fees incurred by East Leflore Water and Sewer District in its attempts to collect said delinquent payments including court cost, attorney fees and/or collections fees.

Owner _____

S. S. # _____

Mailing ADDR: _____

Telephone: Home _____

Business _____