

**GREATER RAMSEY WATER DISTRICT
WATER USERS AGREEMENT**

New Service – Connection fee required

THIS AGREEMENT, between the Greater Ramsey Water District, hereinafter called GRWD, and
(name) of
(address), hereinafter called Water User.

WHEREAS, the Water User desires to purchase water from GRWD and enter into a Water Users Agreement as required by GRWD.

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

Greater Ramsey Water District shall determine, in advance, that the system has sufficient capacity to permit delivery of water to the Water User. Upon a satisfactory finding, GRWD agrees to furnish good potable water to the Water User, to the extent necessary to enable the servicing of the following property in the District, more particularly described as follows:

Legal description: (subdivision – Block and Lot or Section, Township, Range)

911 address:

The water user hereby grants GRWD, its successors or assigns a perpetual easement in, over, under, and upon the above described land with the right to construct, erect, 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.

It is further understood that a reasonable charge shall be made to the Water User to cover GRWD's share of the cost of construction, operation, and future replacement needs of the system.

It is further understood that the Water User is responsible for installing a service line which shall begin at an existing main waterline and extend to the dwelling or place of use. This service line and appurtenant devices shall meet specifications and requirements as provided by GRWD at the time of installation.

It is further understood that the service line from the main line to the curb stop shall be owned by GRWD and the service line from the curb stop to the dwelling or place of use shall be owned by the Water User. Responsibility of maintenance of the service line shall correspond to said ownership.

It is further understood that the Water User hereby provides warranty for the service line from the main line to the curb stop, which is owned by GRWD, for a period of one year from the date of GRWD inspection subsequent to installation.

It is further understood that the Water User will comply with all Rules and Regulations currently in force, or as hereafter duly and legally supplemented, amended or changed by GRWD for the management of the water supply system. The rules and regulations, and by-laws of GRWD are available at the offices of GRWD.

It is further understood that GRWD shall provide the Water User a meter assembly, including a meter, automated meter reader (if applicable), pressure reducing valve, and a backflow preventer. Installation of the meter assembly shall be the responsibility of the Water User and installed according to specifications furnished by GRWD and shall follow ND State Health Department rules and North Dakota plumbing code. North Dakota State Health department regulations and ND plumbing code shall supercede GRWD's requirements if changes are adopted that are in conflict with GRWD specifications. GRWD shall have exclusive right to use and access the curb stop and water meter.

It is further understood that GRWD shall have final determination in any question of location of any service connection to its distribution system; shall determine the allocation of water to its Water Users in the event of a water shortage; may shut off water to a user who allows a connection or extension to be made to his service line for the purpose of supplying water to another standard user. In the event the total water supply shall be insufficient to meet all of the needs of the users, or in the event there is a shortage of water, GRWD may prorate the water available among the various users on such basis as is

determined equitable by GRWD's Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden and lawn purposes provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the water users, GRWD must first satisfy all of the needs of all Water Users for domestic purposes before supplying any water for any other purpose.

It is further understood that the Water User shall commence to pay the minimum monthly charge at the time water is made available to the Water User. **Minimum monthly charges to the Water User shall commence on the date that the service is made available regardless if Water User makes use of the service or not.**

GRWD shall not be liable for damages of any kind whatsoever resulting from water or the use of water on the water user's premises unless such damage results directly from negligence on the part of GRWD. GRWD shall not be responsible for any damages done by or resulting from any defects in the piping, fixtures, or appliances installed by the water user or his/her agents on the water user's premises. GRWD shall not be responsible for negligence of third persons or forces beyond the control of GRWD resulting in any interruption of service. Nor shall GRWD be liable for damage of any kind whatsoever resulting from snow melt or rain water runoff, or any act of God.

GRWD does not have the ability to provide sufficient water or pressure to be relied upon by the water user for fire protection purposes and GRWD shall not be liable for the failure of the water system or GRWD to provide pressure to the water's location for fire protection purposes.

Each of the following shall be considered a breach and default of this agreement.

1. Water user refuses, or fails, without just cause, to pay for water used, or the monthly base rate, or other fees as established in accordance with GRWD's rules and regulations as amended from time to time.
2. Water user terminates membership in order to contract for services with another entity or source.
3. Water user's membership with GRWD is terminated by the Board of Directors as a result of water user's fraud or abuse of or to GRWD, or water user's willful disregard of GRWD's rules and regulations as amended from time to time.

The parties agree that in the event of the breach or default by the water user, the water user shall pay to the District an amount equal to sixty (60) times the user's base rate at the time of the breach.

The membership fee required by this agreement is paid. The water user also agrees to pay for water at such rates, time and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in GRWD's by-laws and rules and regulations, or which may be hereafter adopted and imposed by GRWD.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20__, and acknowledge receipt of this copy.

Greater Ramsey Water District

Manager/Office Manager

Water User

Water User