

CHAPEL LANE WATER COMPANY
 PO Box 2536, Rapid City, SD 57709

APPLICATION FOR WATER SERVICE AND USERS AGREEMENT

Name of Applicant _____ Phone Number: _____

Name of Property Owner _____ Phone Number: _____

(if different from above)

Address _____
 Street City State Zip

Billing Address _____
 (if different from above) Street City State Zip

The applicant hereby requests to be supplied with residential water service to the above described premises. The applicant agrees to pay for service at the regular scheduled rate, *which may be set and adjusted without notice by the Company*, and agrees to comply with all the terms and conditions set forth herein, and the rules and regulations of the Chapel Lane Water Company, *which may be changed or modified as deemed necessary by the Board.*

1. **CHAPEL LANE WATER COMPANY** hereafter referred to as the Company. The Company, a South Dakota corporation operated not for profit, is owned and operated by the members of the corporation.

2. **OWNERSHIP AND MAINTENANCE OF FACILITIES.** The property owner owns and is responsible for installation, maintenance and repair of that part of the water system, which lies on the owner's side of the curb stop. The property owner is also responsible for maintenance and repair of the curb stop, including 1-foot of service piping on the main side of the curb stop. The owner is also responsible for the condition and access to the curb stop/box if one exists. The balance of the water system, including well, reservoir, mains, and service lines to within 1-foot of the curb stop is owned and maintained by the Company.

While the property owner is responsible for repair and upkeep of the curb stop, the Company has the right, upon reasonable notice of the landowner to enter upon the property to access the curb stop should the Company deem it necessary. If the Company should deem it an emergency, it may access the curb stop/box without notice.

3. **RIGHT OF ACCESS TO THE PREMISES.** The Company shall have the right to enter upon the above-described premises and make necessary additions, modifications, repairs or maintenance to the water system.

4. **DAMAGES.** The Company shall in no event be responsible for maintaining any service line owned by the property owner nor for damages done by water escaping there from, nor for defects in lines or fixtures on the owner's property. The owner shall at all times comply with all regulations and rules of the Company.

All damage to curb box, curb stop, service pipes or street mains caused by carelessness or negligent work or improper filling or excavation shall be chargeable to the person causing such damage, and the expense of repairing the curb box, curb stop, service pipes or street mains shall be recovered from the person.

5. **CHANGE IN OWNERSHIP OR TENANCY.** The above applicant will remain responsible for water service charges until the Company is notified of vacating the property. A new application must be made and approved by the Company on any change in ownership of property or in tenancy as described in the original application, and the Company may discontinue the water service until such new application is made and approved.

6. **PAYMENT.** At the time of making application for connection or service, the applicant must make payment to the Company of the connection fee, deposits or rates, as the case may be, fixed by the Board of Directors of the Company.

7. **SERVICE LINES.** The service line from *one foot (1')* before the curb box/stop, to the owner's premises *and the curb box/stop* shall be laid and maintained by the owner at his/her cost. The line shall be ample size, of standard weight and quality, and all cutoff valves, fixtures and appliances furnished by the consumer shall be maintained in good order and conditions. The owner must install and maintain a backflow prevention valve prior to any diversion point in the property's water system.

8. **WATER METERS.** Should the Company determine that water meters are required for service, water meters will be installed in an appropriate location for every unit receiving water service (typically in utility room where water service enters the structure). At multiple-unit service locations, the Company may decide to meter individual units or multiple units. For existing services, the Company will bear the cost of furnishing and installing water meters and making necessary plumbing modifications to accept water meters. On new services, the owners will be responsible for installing necessary plumbing to accept water meters. The Company will bear the cost of furnishing and installing water meters on new services. Water meters are the property of the Company.

9. **LEAKS.** Any leak in any pipe or fixture on the premises of the owner shall be immediately repaired. Service may be discontinued until such repair is made.

10. **INSPECTION.** All pipes, meters and fixtures shall, at all reasonable hours, be subject to inspection by the Company or its duly authorized agent.
11. **DISCONTINUANCE OF SERVICE.** Service under any application, including public fire protection and other public use, may be discontinued for any of the following reasons:
For misrepresentation in the application as to the property or fixtures to be supplied or the use to be made of the water supply.
(a) For the use of water on any property or for a purpose other than residential or for the general use of the individuals residing in the valley.
(b) For willful waste of water through improper or imperfect pipes, fixtures, meters or otherwise.
(c) For failure to keep in good order and to protect the Company's connections, service lines or fixtures.
(d) For neglecting to make or renew payments, or for nonpayment of any account for water supply or service.
(e) For molesting any main, service pipe, curb stop, curb box, meter or any other appliance of the Company controlling or regulating the water supply.
(f) For violation of any rules of the Company.
12. **PERSONS AUTHORIZED TO TURN OFF WATER.** Except in case of an emergency, no plumber, owner or other unauthorized person shall turn the water on or off at any Company stop, curb stop, or disconnect or remove any meter without the consent of the Company.
13. **DISCONTINUANCE OF THE WATER SERVICE IN EVENT OF AN EMERGENCY.** As necessity may arise in case of a break, emergency, necessary repairs, or for any other necessary cause, the Company may temporarily cut off the water supply in order to make necessary repairs, connections, or the like. However, the Company will use all reasonable and practical measures to notify consumers of such discontinuance of service. In such case, the Company shall not be liable for any damage or inconvenience suffered by customer, or for any claim against it at any time for interruption of service, lessening the supply, inadequate pressure, or poor quality of water or for any causes reasonable beyond the Company's control.
14. **RESERVE FOR EMERGENCIES.** The Company may reserve a sufficient supply of water at all times in its reservoir to provide for fires and other emergencies, or may restrict or regulate the quantity of water used by owners in case of scarcity or, whatever the public welfare may require.
15. **RENEWAL OF SERVICE.** When service has been disconnected, the Company shall renew service on proper application, when conditions under which service was discontinued are corrected, and on the payment of all charges provided in the schedule of rates or tariffs of the Company. A consumer whose service has been disconnected at the residence may not have service renewed at another residence or place until all demands of the Company for water furnished have been paid and the Company's rules and regulations complied with.
(a) Where application is made by a person who is not the owner of the premises to be supplied, the Company may require the signature of the owner of the property on the application.
(b) Where water has been turned off for nonpayment of a bill, or for any other valid reason, it shall not be turned on again until the consumer has paid the entire bill and any other charges that may be reasonably incurred in turning the water off or on. The property owner shall be liable for payment of delinquent accounts resulting from tenant water use.
16. **TERMS OF PAYMENT.** All rate charges shall be due and payable on the first of the month and delinquent after the 10th day of the month following the month for which service was provided.
17. **AGREEMENT OF REPRESENTATION BY AGENTS OF THE COMPANY.** No agent or employees of the Company shall have authority to bind the Company by any promise, agreement, or representation in violation of the terms and conditions set forth herein.
18. **EMERGENCY SUPPLY OF WATER.** The Company makes no warranty or guarantee as to minimum amounts of water flow that may be available to owners within the system in an emergency, whether it be fire or otherwise.
19. **LIEN.** Any arrearage in water payments in excess of 60 days and any other cost or expenses which are chargeable to the owner under this Users Agreement, which are not paid within 60 days after billing to owner, shall constitute a lien against the premises described hereinabove, and the Company shall within the statutory time limit file a Mechanic's Lien in the Office of the Register of Deeds for the amount of the unpaid assessment or arrearage which may be enforced by the Company by foreclosure and sale of the property in the manner provided by law. **THE EXECUTION OF THE AGREEMENT BY THE UNDERSIGNED OWNER SHALL CONSTITUTE A SUBORDINATION OF HOMESTEAD RIGHTS TO SAID LIEN.**
20. **CONNECTION TO SERVICE LINE OR COMPANY MAINS.** Before any owner or developer may connect to a Company main or service line, the owner or developer must make application to the Company and comply with all the specifications and requirements that are deemed necessary by the Company.
21. **COMPANY RULES AND REGULATIONS.** The rules and regulations which from time to time shall be promulgated by the Company shall be on public file at the Company, open for inspection during business hours. This agreement will be controlled and subject to the Rules and Regulations as now exist or are hereafter amended. If there are any conflicts between the Rules and Regulations as promulgated by the Company or this Agreement, the Rules and Regulations shall prevail.

APPLICANT'S SIGNATURE

DATE