

WATER/SEWER USER AGREEMENT

THIS AGREEMENT between Stagebarn Subdivision Sanitary District, hereinafter referred to as DISTRICT, organized and existing under and by virtue of the laws of the State of South Dakota, and _____, hereinafter referred to as USER, witnesses:

WHEREAS, Stagebarn Subdivision Sanitary District is organized as a Sanitary District under SDCL Chapter 34-A-5 for the purpose of providing a water/sewer facility connections for the control and distribution of potable water and outflow of sewage to homes,

WHEREAS, the USER is the (Circle One):

1. Owner and Occupant
2. Occupant and Renter
3. Owner of Property Occupied by Renter

Of the property hereinafter described:

WHEREAS, the USER desires to purchase water for domestic use from the DISTRICT, and to enter into a water/sewer user's agreement required by the DISTRICT.

WHEREAS, it is the purpose of this agreement to set forth the obligations of the parties hereto:

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

The DISTRICT shall furnish, subject to the limitations hereinafter provided, such quantity of water for domestic purposes, as may be feasible to the USER in connection with the occupancy of the following described location.

(Physical Address)

(Mailing Address)

The water user agrees to pay a deposit of \$ _____. The said deposit shall be due and payable upon the execution of this instrument. Said deposit shall be refundable upon sale of property or termination of rental agreement and payment in full of all outstanding indebtedness to the DISTRICT has been made. Said deposit may be adjusted from time to time by the Board of Directors of the District.

Duly authorized agents, employees and representatives of the DISTRICT shall have the unconditional right to have access at all reasonable hours, to the premises of the USER for the purpose of installing or removing the DISTRICT'S property, performing water service termination/reinstatement, inspecting piping, reading or testing meters, or for any other purpose in connection with the DISTRICT'S service and facilities. Included in such right shall be the right to enter, after notification of the intent to enter, a USER'S dwelling to inspect piping, read or remove meters, shut off or turn on water service, or to install or remove the DISTRICT'S property, which includes but is not limited to curb stops and water meters.

The USER shall pay for water at such rates, time and place as shall be determined from time to time by the DISTRICT. The USER shall pay a sewer fee as determined by the DISTRICT.

The DISTRICT shall have the right to determine the allocation of water to USERS in the event of water shortage, The DISTRICT may terminate service to a USER who allows a connection or extension to be made to his/her service line for the purpose of resale or supplying water to another USER. No resale of the water from this system shall be allowed. Violation of this provision shall constitute cause for disconnection of a USER'S service.

The DISTRICT does not guarantee the quantity or quality of water to be delivered to the USER under the terms of this Agreement. The DISTRICT shall not be responsible or liable to the USER for any damages, including consequential damages arising out of the failure or inability of the DISTRICT to deliver water to the above-described property. The parties agree the DISTRICT'S agreement to provide water under the terms of this agreement is sufficient consideration for the obligations contained herein.

The USER agrees to the following rules and regulation of the DISTRICT concerning billing and collecting.

- A. USER bills are payable monthly, in accordance with the DISTRICT'S established rate schedule. Bills for water service will be based on the amount of water used by the USER within the period covered by the monthly meter readings. Bills for sewer will be based on the amount determined by the Board of Directors. Bills for garbage service and road fees will be rendered along with the Water/Sewer bill.
- B. All bills not paid by the 15th of the month shall be declared delinquent and a late charge shall be added to the bill. Late charge amounts shall be determined by the Board of Directors. If a Late charge is assessed but not paid, it shall be added to the bill. Therefore, the bill must be postmarked by the 15th of each month. If the billing becomes 2 months past due, a final notice will be sent and service will be terminated after 10 days if payment is not received. A disconnect/reconnect fee of \$85.00 per trip made to the residence will be added to the billing if service is terminated/reinstated. If additional expenses are incurred as a result of the termination service (i.e., digging up curb box, repairing shut off valves, etc.), all charges associated with termination of will be charged to the USER and must be paid in full before service will be reconnected.

Nonpayment of the full amount of charges after the original due date will allow the DISTRICT, in addition to all other rights and remedies, to terminate service to the USER and in such event the USER shall not be entitled to receive or shall the DISTRICT be obligated to supply any water/sewer service under this agreement.

All provisions of the Rules and Regulations, Objectives and Policies as adopted by the DISTRICT, from time to time, are hereby incorporated into this Agreement and shall be made a part of the terms of this Agreement as if fully set forth herein.

This Agreement shall be binding upon the successors, lessees, and assigns of the USER as completely as if executed by the successors, lessees, and assigns.

IN WITNESS WHEREOF, we have hereunder executed this agreement this _____ day of _____ 20____

STAGEBARN SUBDIVISION SANITARY DISTRICT

ATTEST

BY _____ (President)

(Manager) or (Secretary)

(Water/Sewer User)