

MAIN NO. _____
MAP NO. _____

AGREEMENT No. _____

JAMES KIMZEY REGIONAL WATER DISTRICT
319 WEST THIRD STREET
P.O. BOX 722
MALVERN, AR 72104
(501) 337-0037 or (800) 854-3385
Fax: (501) 337-1787

DATE _____

WATER USER AGREEMENT

This agreement entered into between the James Kimzey Regional Water District, a non-profit organization, hereinafter called "District" and _____

_____ a customer of the District hereinafter called "Customer", and Customer now hereby applies to District for water service at the following location:

CUSTOMER _____

SERVICE ADDRESS: _____

MAILING ADDRESS

ADDRESS: _____

TELEPHONE: _____

PROPERTY OWNER: _____

Phone: _____

TYPE OF SERVICE: Residential _____ Other _____

The customer agrees to comply with, be bound by and accept the rules and regulations of the District now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer 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 non-compliance as are set out in District's By-laws and Rules and Regulations, or which may be hereafter adopted by the District.

The Customer further agrees that the District shall have the right of ingress and egress over and upon Customer's property to construct, install, set and lay all necessary lines, connections and appurtenant facilities to provide the requested service and thereafter inspect, repair, maintain, replace and/or remove same, if necessary.

The customer agrees to pay a non-returnable connection charge or tapping fee at each meter location of \$ _____ prior to start of installation and a meter deposit of \$ _____, said meter deposit being refundable in accordance with the rules and regulations of the District. In the event service to the Customer is terminated, either voluntarily by the Customer, or by the District for cause, the deposit shall be held and applied by the District to any unpaid balance then owing on the Customer's account. Should the account be fully paid at the time of termination of service to the Customer, the deposit shall be refunded by the District within a reasonable time thereafter.

The District shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to all Customers in event of a water shortage; and, may shut off water to a Customer who allows a connection or extension to be made to the Customer's service line for the purpose of supplying water to another user. In event the total water supply shall be insufficient to meet all needs of all Customers, or in event there is a shortage of water, the District may prorate the water available among the District's various Customers on such basis as is deemed equitable by District, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Customers, and require adherence thereto or prohibit the use of water for garden purposes; provided that, if anytime the total water supply shall be insufficient to meet all of the needs of the Customers the District must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The customer agrees that no other present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate all present or future cross-connections in the Customer's system.

At no expense to the District, the Customer shall construct and install its service line to the point where it will connect to the District's distribution system (the meter box) and shall commence to use water from the system on the date the water is made available to the Customer by the District.

The failure of a customer to pay water charges duly imposed may result in the imposition of penalties:

1. Nonpayment within ten days from the billing date will be subject to a penalty as determined by the District under its regulations and by-laws.
2. Nonpayment may result in the water being shut off from the customer's property.
3. In the event it becomes necessary, due to nonpayment or other customer violations, the District may shut off the customer's service. A fee set by the District in its rate schedule will be charged for a reconnection of the service.

It is further understood that if, for any reason, the District is unable to provide Customer with the water service anticipated by this agreement, the full amount of the connection charge and deposit shall be refunded.

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

JAMES KIMZEY REGIONAL WATER DISTRICT

BY: _____

CUSTOMER