

MARION WATER COMPANY WATER USE AGREEMENT



This agreement, between Marion Water Company, a member owned utility company, organized and existing under and by virtue of the laws of the State of Washington, hereinafter called the "**MWC**" and _____ a customer of MWC hereinafter called the "**User**".

WHEREAS, the User, desires to purchase water for domestic, business, or other uses from MWC, and to enter into a Water Users Agreement as required by the By-Laws of MWC.

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

MWC shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the User's property located at _____.

The User shall install and maintain at his own expense a service line, beginning at his property line adjacent to the discharge side of water meter and extending to his dwelling or building to be served.

The User's service line shall connect with the distribution system of MWC at the nearest practical and permitted location of desired use by the User, provided that MWC has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The User expressly agrees to purchase water from MWC through MWC's water meter at line pressure. Any pressure reducing devices owned by the User shall be located on the User's property and MWC will not be responsible for such devices. MWC assumes no responsibility for excessive or decreased pressure or pressure related damage caused by ground elevation changes in the User's system.

The User shall pay for water at such rates, times and place as shall be determined by the policies adopted by the Board of Trustees of MWC. The User shall pay all fees related to water service adopted by MWC as policy.

The User agrees that he will make no physical connection between any alternative water source or any source of potential contamination and the water system of MWC. All lawn sprinkler systems installed must be equipped with a Double Check Valve Assembly.

MWC shall install a meter box cutoff valve and a water meter at each service connection. The meter location shall be in close proximity to the customers' property boundary adjacent to MWC's water distribution system. MWC reserves the right to enter customers' property to access the meter box and appurtenances and does not provide MWC with access to other portions of User's property. MWC shall have exclusive right to use such cutoff valve and water meter and to turn it on and off. MWC may refuse service to any User who tampers with a meter or other components of the metered service or for nonpayment of service.

MWC shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage;



may shut off the 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 User.

The failure of a User to pay fees and charges adopted by MWC shall result in the following penalties:

- a) Non-payment for sixty days shall result in water being cutoff for the delinquent member's property and shall not be turned on again until the deficient water bill is paid together with a penalty of \$25.00.
- b) Non-payment for a year shall cause membership to be terminated and the share may be repurchased at the discretion of the Board of Trustees.

Water service shall not be provided to any new User until all required fees have been paid and a Water Use Agreement has been fully executed. In the event of a property transfer due to sale, acceptance of this Agreement shall be deemed effective upon payment of the first billing issued to the new owner.

Service may be cancelled and/or service discontinued by MWC for any violation of MWC policy, local, state or federal regulations, or condition of service and especially for any of the following reasons.

- a) Misrepresentation in application as to the property or facilities to be supplied or use to be made of the service.
- b) Tampering with main lines, meters or valves or permitting such tampering by others.
- c) Connections or cross-connections from the User's service line to an unapproved water source or contamination source.

IN WITNESS WHEREOF, the parties execute this Agreement on the _____ day of _____, 20____.

USER:

Signature: _____

Printed Name: _____

MARION WATER COMPANY:

Authorized Representative: _____

Title: _____