

WEST ALLEN PARISH WATER DISTRICT
WATER USERS AGREEMENT

This agreement between **WEST ALLEN PARISH WATER DISTRICT**, organized and existing under and by virtue of the laws of the State of Louisiana, hereinafter called the DISTRICT, and _____, a customer of the DISTRICT.
(Printed Customer Name)

Whereas, the CUSTOMER desires to purchase farmstead and domestic water from the DISTRICT, and to enter into a WATER USERS AGREEMENT as required by the by-law of the association.

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

The DISTRICT agrees to furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, livestock, garden, industrial and commercial purposes as the CUSTOMER may desire in connection with their occupancy of the following described property:

(Address at Location)

Provided, however, that the CUSTOMER may have delivered to them only such water as may be necessary to supply the needs of the person(s) residing within a single farmstead or dwelling and of the livestock owned by such person(s) and to irrigate a garden; that the industrial or commercial CUSTOMER shall be entitled to have delivered to them only such water as may be necessary to supply the needs of the particular installation.

The DISTRICT shall purchase and install a curb stop, water meter and corporation stop. Such curb stop, meter and corporation stop shall be installed within three (3) feet of DISTRICT'S distribution system. The DISTRICT shall have the exclusive right to use such a curb stop and water meter and to turn it on and off.

The CUSTOMER shall install and maintain at their own expense, a service line which shall begin at connection with the distribution system of the DISTRICT at the nearest place of desired use by the CUSTOMER, provided the DISTRICT has determined in advance that the DISTRICT'S water system is of sufficient capacity to permit delivery of water at that point; to extend to the dwelling and/or other portions of their premises.

The DISTRICT 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 CUSTOMER in the event of a water shortage; may shut off the water to a CUSTOMER who allows a connection or extension to be made to their service line for the purpose of supplying water to another user.

The CUSTOMER shall pay for such water rates, at time and place as shall be determined by the DISTRICT.

In the event it becomes necessary for the DISTRICT to lock out the water from a CUSTOMER'S property, the following fee structure will be assessed the CUSTOMER by the DISTRICT: \$50.00 for **1st Offense**; \$75.00 for **2nd consecutive offense** and \$100 for **3rd consecutive offense**. **NOTE: Once CUSTOMER has reached the 3rd consecutive offense, CUSTOMER will remain on the \$100 late assessment fee for 3 consecutive months of paying timely before being removed.**

Multi housing connections must be approved by the DISTRICT Manager. The policy states that no more than two (2) dwellings, more particularly described as being : TWO(2) mobile homes); or ONE (1) house and ONE (1) mobile home; BUT NEVER TWO(2) houses can be connected to one (1) meter, at a multi housing rate. DISTRICT staff must visit the site and evaluate the situation before approval. **It is the CUSTOMER'S responsibility** to notify the DISTRICT to remove them from multi housing billing, but must site be inspected by DISTRICT before said removal from multi housing billing.

BE IT KNOWN AND REMEMBERED that we, the undersigned property owner(s), hereinafter referred to as "GRANTOR" , do hereby grant unto WEST ALLEN PARISH WATER DISTRICT of Allen Parish, Louisiana, hereinafter referred to as "GRANTEE", its successors and assigns, the right to lay, maintain, inspect, operate, repair, alter, remove and relay a pipeline for the transportation of water and such drips valve fittings, meters and other equipment and appurtenances, as may be necessary or convenient for such operations, over through, upon, across and under the way of LOUISIANA STATE HIGHWAYS and PARISH ROADS with all rights of ingress and egress to and from said line or lines, for the purposes and benefits aforesaid.

This servitude is made and accepted for and in consideration of the value of the availability of water supply to GRANTORS' property, together with other good and valuable considerations.

TO HAVE AND TO HOLD said easements, rights, and rights-of-way unto said GRANTEE, its successors and assigns until said easement be exercised, and so long thereafter, as the same shall be useful for the above named purposes.

WITNESS OUR SIGNATURES in the presence of the undersigned competent witnesses on the _____ day of _____, _____ year, we have hereunto executed this agreement.

Printed Name (Customer)

Signature (Customer)

Printed Name (Witness)

Signature (Witness)

The information regarding race, ethnicity, and sex designation solicited on this application is requested in order to assure the Federal Government, acting through the Rural Housing Service that the Federal laws prohibiting discrimination against customer applications on the basis of race, color, national origin, religion, sex, familial status, age and disability are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity, and sex of individual applicants on the basis of visual observation or surname.

Ethnicity:

Hispanic or Latino
Non Hispanic or Latino Asian

Race:

American Indian/Alaska Native
Black or African American
Native Hawaiian or Other Pacific Islander
White
Other _____

Gender:

Male or Female

WEST ALLEN PARISH WATER DISTRICT MADE ME AWARE OF TITLE 51 SANITARY CODE STATE OF LOUISIANA AND MADE A COPY AVAILABLE FOR ME AT THE DISTRICT OFFICE.

INITIAL

DATE