

WARD SIX WATER ASSOCIATION OF RAPIDES PARISH

PO Box 606
Glenmora, La 71433
318-748-7691

This agreement, between the Ward Six Water Association, a non-profit corporation, hereinafter called the Association, and

a member of the Association, hereinafter called the Member.

Physical Address:

Telephone Number:

Mailing Address:

This membership is issued and accepted in accordance with and subject to the conditions and restrictions stipulated in the Articles of Incorporation and By-Laws and amendments of the same of Ward 6 Water Association of Rapides Parish.

A membership can be transferred once, only to persons eligible to become members, with the approval of the Board of Directors, and only when the member transferring is free from indebtedness to the corporation. This has to be done in writing with signatures from old and new member. No member of this corporation shall be entitled to more than one vote at meetings regardless of the number of memberships held.

W I T N E S S E T H

WHEREAS, the member desired to purchase water from the Association, and to enter into a water users agreement as required by the By-Laws of the Association.

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

The Association shall furnish, subject to limitations set out in the Rules and Regulations and By-Laws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

The Member hereby grants the Association, its successors or assigns, a perpetual easement in, over, and upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines over adjacent land for the purpose mentioned above. The width of said easement shall be no less than ten (10) feet from the road right-of-way.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Member agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall purchase and install a cutoff valve and may also include water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association 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 Members in the event of a water shortage; may shut off water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, any may also prescribe a schedule of hours covering the use of the water for garden purposes by particular a schedule of hours covering the use of water for garden purposes by particular purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Members, the Corporation must first satisfy all of the needs of all Members for both domestic and livestock purposes before supplying water for garden purposes.

The Member agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any water lines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the Member by the Association. Water charges to the Member shall commence on the date that the service is made available.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events the Member agrees to forfeit his membership and/or connection fee.

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

- (1) Nonpayment within ten days from the due date will be subject to a penalty fee of ten (10) percent of the delinquent account.
- (2) Nonpayment of accounts by the 25th of each month will result in water being shut off from the customer's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a customer's property, a fee of **\$50.00** will be charged for a reconnection of service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this ____
Day of _____, 20_____, in duplicate of original.

By: _____
President

Witness

Member

"Ward 6 Water Association is an equal opportunity provider and employer"

Race	Gender	Ethnicity
Black	Male	Hispanic
White	Female	Non Hispanic
Asian		
American Indian		
Other		