

**ALLEN COUNTY WATER DISTRICT**  
**CONTRACT FOR WATER SERVICE**

HOME/MSG # \_\_\_\_\_  
CELL # \_\_\_\_\_  
DL # \_\_\_\_\_  
DL # \_\_\_\_\_  
PRIOR NAMES USED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER \_\_\_\_\_  
PERSONAL RESIDENCE \_\_\_\_\_  
RENTAL \_\_\_\_\_  
FARM \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_

MAIL TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACT made and entered into this \_\_\_\_\_ DAY of \_\_\_\_\_ 20\_\_\_\_\_.  
BETWEEN \_\_\_\_\_ Whose address is: \_\_\_\_\_  
party of the FIRST PART, and ALLEN COUNTY WATER DISTRICT, KENTUCKY, part of the SECOND PART: (Municipality,  
Water District, or Association)

WITNESSETH THAT for and in consideration of the effort of the party of the SECOND PART, to ensure financing of  
the construction of this project, and in consideration of the other users signing similar contracts, the party or  
parties of the FIRST PART hereby agree to connect to the Waterworks System.

The party of the FIRST PART hereby agrees to connect to the proposed Waterworks Systems of the Party of the  
SECOND Part. The tap on fee of the proposed system is \$ \_\_\_\_\_ an advance deposit of  
\$ \_\_\_\_\_ is required at time of signing contract. The party of the FIRST PART will pay on  
demand \$ \_\_\_\_\_.

The Monthly Water Rates will be reasonable and approved by the Public Service Commission.

It is understood and agreed that the party of the Second part reserves the right to determine the size of service  
connection to be used to supply water to the party of the FIRST PART. A ¾" x 5/8 meter will be used unless the  
party of the FIRST PART contracts for a larger meter. **A separate meter must be installed for each residence.**

A separate contract will be required for trailer parks.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART agrees  
to connect to said system, but in the event the party of the FIRST PART refuses to connect he will pay the minimum  
monthly water bill prescribed by the organization when due. The party of the FIRST PART, failing to connect, shall  
be liable for this connection fee and if, thereafter, party of the FIRST PART desires to connect to said system, the  
party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of  
the SECOND PART and any and all amounts previously billed. The FIRST PART agrees not to resell or give away  
water purchased hereunder IF the systems is constructed, but the property is not reached by the organizations  
line, any payment, less initial deposit, shall be full refunded.

The FIRST PART's rights hereunder are subject to such further rules and regulations as the party of the SECOND PART may prescribe. The organization may terminate service to any customer failing to pay a water bill within ten (10) days past due or for violating the organization regulations.

**DEPOSITS TO INSURE PAYMENTS OF MONTHLY WATER BILLS AND PENALTIES ON DELINQUENT WATER**

**ACCOUNTS SHALL BE AS THE PARTY OF THE SECOND PART MAY HEREAFTER PRESCRIBE.**

The party of the FIRST PART agrees to permit the organization to lay, maintain, repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the organization for each signed connection with right of ingress and egress for the purposes of over customer's property, and to grant an easement for installation of water lines where required. Prior to connecting to water source of the Allen County Water District or any time thereafter.

The party of the FIRST PART agrees to install and maintain at his own expense a service line which shall begin at the water main and extend to the dwelling or place of business and other portions of his premises.

The failure of the party of the FIRST PART to pay water charges duly imposed, shall result in the automatic imposition of the following:

- A. Non-payment by the due date will be subject to a penalty of ten percent of the delinquent account.
- B. Non-payment within ten days from the due date will result in the water being shut off from the party of the FIRST PART's property.
- C. In the event that it becomes necessary for the party of the SECOND PART to shut off the water, a fee of \$ 42.50 will be charged for reconnection of the service. The party of the FIRST PART will also be required to pay all delinquent accounts.
- D. **Return Check Charge:** Will be assessed to any customer whose personal check, ACH Bank Draft or any other form of payment is returned due to insufficient funds or other reason for which the customer is responsible. Any customer who presents during any 12-month period two personal checks or ACH (Automatic Clearing House) Bank Draft or any other form of payment that are subsequently returned for insufficient funds or other reason for which the customer is responsible must make payment in the form of cash, money order or cashier's check for the 12 months following the presentment of the second returned check, ACH Bank Draft, or any form of payment. During this 12-month period, the utility will refuse to accept from such customer any payment made in the form of personal check or ACH Bank Draft. In the event that a customer's payment is refused for the reasons stated above, the utility will consider the bill as unpaid and will exercise its right to disconnect service for nonpayment of bills.

Allen County Water District seeks to provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, age, sexual orientation, disability or religion in its programs or activities.

**ALLEN COUNTY WATER DISTRICT**

(A BODY CORPORATE)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_