

**NORTH LAWRENCE WATER AUTHORITY
CUSTOMER'S PURCHASE OF SERVICES AGREEMENT**

Date Received _____ # _____

1. Name of Customer _____
2. Name of Customer (spouse) _____
3. Location of property to be furnished with processed water: _____

This agreement, between the North Lawrence Water Authority, a "water authority" within the meaning of IC 13-18-16 and a political subdivision of the State of Indiana, hereinafter referred to as the AUTHORITY, and the above, named CUSTOMER(S), hereinafter referred to in the singular as the CUSTOMER.

WITNESS:

WHEREAS: the CUSTOMER desires to purchase farmstead or domestic water from the AUTHORITY, and to enter into a Purchase of Services Agreement as required by the Bylaws of the AUTHORITY.

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

The AUTHORITY shall furnish, subject to the limitations hereinafter provided, such quantity of water for domestic and farmstead purposes as the CUSTOMER may desire in connection with the CUSTOMER'S occupancy of the above described property.

The CUSTOMER shall install and maintain at the CUSTOMER'S own expense a service line which shall begin at the CUSTOMER'S property line and extend to the dwelling and other portions of the CUSTOMER'S premises.

The CUSTOMER'S service line shall connect with the distribution system of the AUTHORITY at the nearest place of desired use by the CUSTOMER, provided the AUTHORITY has determined in advance that the AUTHORITY'S water system is of sufficient capacity to permit delivery of water at that point.

The CUSTOMER shall pay for such water at such rates, times, and places as shall be determined by the AUTHORITY.

The AUTHORITY shall purchase and install a cutoff valve, and may also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the CUSTOMER and the AUTHORITY. The AUTHORITY shall retain ownership of, and have exclusive right to use, such cutoff valve and water meter and to turn it on and off.

The AUTHORITY shall have sole discretion to determine the location of any service line connection to its distribution system and sole discretion to determine the allocation of water to CUSTOMER in the event of a water shortage.

Service to the CUSTOMER is subject to a non-tampering policy established by the board of directors of the AUTHORITY. In the event of tampering, a fee of \$250.00 shall be assessed to the CUSTOMER and CUSTOMER agrees to be responsible for any and all damages resulting from the tampering.

The failure of a CUSTOMER to pay water charges assessed by the AUTHORITY shall result in the automatic imposition of the following penalties:

- A. Nonpayment within ten (10) days from the due date will be subject to a penalty of ten (10) per cent of that part of the delinquent account that does not exceed Three Dollars (\$3.00), plus three (3) per cent of any delinquent amount in excess of Three Dollars (\$3.00).
- B. Nonpayment within thirty (30) days from the due date will result in water service being shut off from the CUSTOMER'S property. Reconnection is subject to AUTHORITY policy as determined by the board of directors.
- C. Nonpayment for sixty (60) days after original due date will allow the AUTHORITY, in addition to all other rights and remedies, to purchase the CUSTOMER'S Certificate and terminate the CUSTOMER'S status and, in such event the CUSTOMER shall not be entitled to receive, nor the AUTHORITY obligated to supply, any water under this agreement.
- D. In the event of nonpayment or breach and in addition to any other charge assessed herein, the CUSTOMER agrees to be responsible for all attorney fees and collection costs incurred by the AUTHORITY as a result of the CUSTOMER'S nonpayment or breach.

In the event it becomes necessary for the AUTHORITY to shut off the water to a CUSTOMER'S property, the fee listed in the rate tariff as a reconnect fee will be charged.

CUSTOMER CERTIFIES THAT CUSTOMER IS THE LEGAL OWNER OF THE SERVICE ADDRESS LISTED ABOVE AND AGREES TO PAY NLWA FOR SERVICE IN ACCORDANCE WITH ESTABLISHED RATES. CUSTOMER AGREES TO BE SUBJECT TO ALL NLWA RULES, REGULATIONS, BY-LAWS, AND STANDARDS OF SERVICE AND APPLICABLE INDIANA LAW GOVERNING THE USE OF WATER NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED.

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

Date Approved by Board _____

NORTH LAWRENCE WATER AUTHORITY

CUSTOMER

BY: _____
President

ATTEST:

Secretary

Method of payment: _____
Amount \$ _____