



Acct.# _____
Address: _____

Phone# _____
SS _____

Contract for Water Service

This agreement is between the HECLA WATER ASSOCIATION, INC.

and _____ the owner of the property in question, hereinafter called the customer.

WITNESSETH

Whereas, the customer desired to purchase water from the Hecla Water Association, and to enter into a contract for water service.

Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is understood and agreed: The Hecla Water Association shall furnish, subject to the limitations set out in the Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the customer may desire (EXCEPT WHEN A WATER CONSERVATION NOTICE HAS BEEN ISSUED BY THE ASSOCIATION) in connection with his/ or her occupancy of the following property location:

SERVICE ADDRESS _____

EASEMENT - The customer hereby agrees to give the Hecla Water Association, its successors or assigns, a perpetual easement, in, over, under, and upon the above service address with the right to erect, construct, install, and lay and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

CUSTOMER'S SERVICE LINE - The Customer shall install and maintain at his/ or her 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 Hecla Water Association at the water meter, provided Hecla Water Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point. The customer shall also install a pressure reducer on their side of the water meter, at a convenient location between the water meter and the household plumbing.

The customer agrees to pay for water at such rates, time, and place as shall be determined by Hecla Water Association, and agrees to the penalties for non-compliance with the above as set out in the current Rules and Regulations.

WATER METER - The Hecla Water Association shall purchase and install a cutoff valve and water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

DOUBLE HOOK-UPS & WATER ALLOCATION - The Hecla Water Association shall have final jurisdiction in any question of location of service line connection to its distribution system; shall determine the allocation of water to customers in the event of a WATER SHORTAGE; may shut off water to a customer who allows a connection 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 needs of the customers, or in the event there is a WATER SHORTAGE, the Hecla Water Association may prorate the water available among the various customers on such basis as is deemed equitable by the board, and may also prescribe a schedule of hours covering water uses; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the customers, the Hecla Water Association must first satisfy all of the needs of all customers for sanitary domestic uses, and then livestock uses before supplying any water for gardens, lawns, swimming pools or vehicle and structure cleaning.

CROSS CONNECTION RULE - The customer agrees to comply with the requirement of the Ohio Board of Health that no other present or future source of water will be connected to any water lines served by the Hecla Water Association's water lines and will disconnect from his or her present water supply prior to connecting to and switching to the Association's system.

COMMENCEMENT OF CHARGES FOR WATER - The customer shall connect his service lines to the Hecla Water Association's distribution system and shall commence to use water from the system on the date water is made available to the customer by Hecla Water Association. Water charges to the customer shall commence on the date that the service is made available.

TERMINATION OF AGREEMENT - The board of directors shall have the authority, in addition to all other rights and remedies, to terminate this agreement and, in such event, the customer shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement. If the customer thereafter pays all water charges in arrears*, all penalties charged against him or her and the re-installation fee, he or she shall then be entitled to a resumption of water services subject to all regulations of the Association. (**arrears means all balance due after the 15th*)

BREACH OF CONTRACT - In the event the customer shall breach this contract by refusing or failing, without just cause, to connect his or her service line to the Hecla Water Association's distribution system set forth above, or refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, regardless if any water is used at the meter, upon the occurrence of either of said events the customer agrees to pay the Association the **amount of the current tap fee**. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the customer in either of the respects set forth above would cause serious and substantial damages to the Association; and it will be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

Failure of a customer to pay water charges duly imposed shall result in the automatic imposition of these penalties:

Non-payment by the due date will be subject to a penalty of ten percent of the net bill amount. Delinquent notices are processed the next working day after the 15th of each month. All accounts with a previous balance of at least \$25 or more and a total bill of \$50 or more will be mailed a notice stating the date of disconnection. In the event it becomes necessary for Hecla Water Association to shut off the water from a customer's property, a reconnection of service fee will be charged, in addition to the delinquent amount of the bill. *Hecla Water is not responsible for mail delivery.*

I agree and acknowledge that the rules and regulations, water charges and charges for other services, have been made available via internet or other means and it is my responsibility to become knowledgeable of this information which is available, provided, and applies and is incorporated in this contract.

Water rates and other charges along with the rules and regulations are set forth by the Board of Directors for Hecla Water Association, Inc. and are subject to change.

IN WITNESS WHEREOF, we have hereunto executed this agreement, this _____ day of _____, 20_____

CUSTOMER: _____

ATTEST: (Clerk) _____