

MEMBERSHIP NUMBER: _____

Type of Service: _____

Subdivision: _____

Account Number: _____

**NON-TRANSFERABLE WATER CONTRACT WITH ENTRANOSA WATER
ASSOCIATION**

The undersigned (hereinafter called the “Member”) agrees to purchase water from the ENTRANOSA WATER ASSOCIATION, (hereinafter called the “Association”) upon the following terms and conditions:

A. Water Service

1. The Member will purchase, from the Association, water to be used on his/her tract as described in the Membership Agreement and will pay monthly rates established by the Board of Directors, in accordance with the By-Laws of the Association. It is agreed that the Association may limit the amount of water, which it will be required to furnish to the Member. The Member also agrees to pay the reasonable Attorney’s fees incurred in efforts to collect past due charges.

2. The Member shall pay a Meter Fee upon the installation of the water meter in the sum of \$_____. The Association will install a Water Meter and Isolation Valve to the Member’s property line as close as possible to the existing Association pipelines. The Member shall be responsible for installing and maintaining all other water pipelines on the Member’s property.

3. At the request of the Association, the Member will execute and deliver to the Association any necessary easements and rights of way to construct, operate, maintain, repair and extend the water pipelines across the Member’s property. Any necessary easements will not impact the Member’s use of their property.

4. The Member agrees that all water pipelines (excluding Member’s yard lines), meters, wells, tanks and other facilities constructed or installed by the Association shall, at all times, be the sole property of the Association, the Association having the right to remove its property at any time.

5. The Member hereby releases the Association, its employees, directors and agents from any and all claims for damages that the Member or the Property or its contents may sustain or incur now or in the future as a direct or indirect result of the Service provided by the Association, and the Member hereby waives any right of claim the Member might have, now or in the future, against the Association, its employees, directors or agents as a result of any damage that may result from the Association’s provision of Service to the Property. The Member agrees that neither the Member nor any other owner of the Property or its contents will make a claim, sue, or otherwise assert rights against the Association, its employees, directors or agents for damages claimed to have resulted from the Association’s Service. The Member agrees to defend and hold harmless the Association, its employees, directors and agents from all claims, suits, judgments, damages, losses and expenses, including reasonable legal fees and costs, arising in whole or in part from the Service provided by the Association.

This waiver of liability does not waive liability for an injury that the Member sustains as a result of willful, wanton or intentional misconduct by the Association or any person acting on behalf of the Association.

6. New Construction Only: Member shall have a pressure reducing valve and a pressure gauge installed in the house

B. General Provisions

1. The Member warrants that he/she is a member of record in good standing of the Association and this agreement shall become null and void should there be a breach of this warranty. "Good standing" includes signing and complying with a Membership Agreement, complying with all Association policies and By-Laws, and being current on billings.

2. In the event of default in payment of any charges assessed by the Association, the Member agrees, authorizes and empowers the Association to assert a lien against the Member's property as described in the Membership Agreement and file on behalf of the Association a notice of lien with the office of the County Clerk of the county in which the property is located for the amount of the lien, plus fees for the recording thereof and reasonable attorney's fees and cost incurred in connection with preparation and foreclosure of the lien. The lien shall be enforceable by the same procedure as provided for enforcement of a mortgage. The Member also agrees to pay the reasonable attorney's fees incurred in efforts to collect past due charges.

3. The terms and conditions of this agreement shall be binding upon the Member's successors, transferees.

4. The acceptance of this agreement by the Association shall constitute a contract for water between the Member and the Association which, shall continue in force until modified or until the source or the ability of the Association to furnish service is limited or terminated because of conditions beyond its control or other natural disasters, strike, force majeure or act of God.

5. The Association may discontinue water service in the event the Member fails to make payment in accordance with this agreement or violates Association By-Laws. The Association also may assess late fees and other penalties and charges as provided by the Administrative Policies.

6. The Association installs an isolation valve on Member's yard line. The valve is to enable the Member to turn water on or off as needed and prevent the Member from entering the meter can. Should the valve provided be removed by the Member or Member's contractor, the Association will charge a fee of \$500.00 to replace the isolation valve.

7. Such rights or privileges as set forth in this agreement are not transferable except in accordance with the Association By-Laws and Board Policies.

(SIGNATURES ON THE FOLLOWING PAGE)

ACCEPTED: ENTRANOSA WATER ASSOCIATION

MEMBER:

BY: _____
Signature

Jack Crider
Printed Name

TITLE: _____
Chief Executive Officer

DATE: _____

NAME: _____
Signature

Printed Name

Co-Owner's Printed Name

ADDRESS: _____
(Mailing)

HOME PHONE: _____

WORK PHONE: _____

EMAIL: _____

DATE: _____