

PATRIOT MUNICIPAL WATER UTILITY

WATER USERS AGREEMENT

THIS AGREEMENT, between the Patriot Municipal Water UTILITY, organized and existing under the laws of the State of Indiana, hereinafter called the "UTILITY,"

and _____, hereinafter called the "CUSTOMER." IN
CONSIDERATION of the mutual covenants and agreements contained herein,

it is hereby agreed as follows:

1. UTILITY shall furnish, subject to the limitations provided herein, the limitations of the law, and the terms and conditions contained in the Rules and Regulations established by the Patriot Municipal Water Utility, a copy of which have been provided to the CUSTOMER are attached hereto and incorporated as if fully rewritten herein, such quantity of water for consumer use as the CUSTOMER may desire in connection with the CUSTOMER'S water usage at the following described premises

SEE ATTACHED SCHEDULE "A"

More commonly known as: (insert address)

2. CUSTOMER shall install and maintain at his expense a service line beginning at the meter and extending to the place of use. The service line shall connect with the water distribution system of the UTILITY. The service line shall be of sufficient capacity, as determined by the UTILITY, to permit water delivery to the point desired by the CUSTOMER.

3. CUSTOMER shall permit installation of a water meter, placed adjacent to the property line at a point agreed upon by the CUSTOMER and the UTILITY.

CUSTOMER shall also install a cut-off valve and pressure regulator on the

CUSTOMER'S side of the water meter. This cut-off valve and pressure regulator shall remain the property of the CUSTOMER. The CUSTOMER is responsible for all loss, damage, leakage or any other failures or problems occurring from the point of the water meter to the point of use by the CUSTOMER.

4. CUSTOMER agrees to pay connection fees, system development fees, rates, and charges as determined by the UTILITY. Payment of fee shall be made in amounts and at times and in the manner determined by the UTILITY. Further, CUSTOMER agrees to comply with all Rules and Regulations of the UTILITY, and the penalties for non-compliance contained therein, in their current form or as they may be amended in the future.

5. CUSTOMER agrees that the water meter and cut-off valve shall remain the property of the UTILITY. UTILITY may cut off water at UTILITY'S discretion for a violation of the UTILITY'S Rules and Regulations or according to law.

6. UTILITY shall have final jurisdiction and discretion regarding the allocation of water to CUSTOMERS during shortages or service interruptions for any reason. In the event of water shortage, UTILITY may allocate water among all CUSTOMERS as is deemed reasonable by UTILITY, including setting a schedule for use of water on lawns, gardens, pools, hot tubs, or for any other use deemed non-essential by the UTILITY. Failure to comply with allocation determinations made by the UTILITY may result in the termination of water service to the

CUSTOMER.

7. CUSTOMER shall comply with all federal, state and local laws rules and regulations regarding the connection of water sources to UTILITY waterlines. No connection of outside water sources to the UTILITY'S water lines may be made without the express, written consent of the UTILITY.

8. CUSTOMER shall connect his service lines to the UTILITY'S distribution system at the meter and shall be subject to payment for water usage at the rate established by the UTILITY upon connection. In the event no water is used, or water is used in amounts and quantities which would render a bill less than the minimum charge established by the UTILITY, CUSTOMER shall pay the minimum charge as established by the UTILITY for water service. Water charges shall commence on the date the service is connected.

9. In the event CUSTOMER breaches this contract, by failing, without just cause, to pay the rates and charges established by the UTILITY, CUSTOMER agrees to pay any and all arrearages owed to the UTILITY, together with any other fees applicable under this Agreement or the Rules and Regulations of the UTILITY, together with not more than five hundred dollars (\$500.00) as liquidated damages. This sum is forecast as a reasonable amount of loss because of the difficulty of estimating with exactness the damages which might result from CUSTOMER'S breach. Should it become necessary for the UTILITY to enforce this Agreement through litigation, CUSTOMER agrees that, in addition to the other costs set forth in this paragraph, he shall be responsible for any and all attorney's fees or costs incurred by the UTILITY in enforcing the Agreement.

10. Failure to pay water charges in accordance with this Agreement and with the Rules and Regulations of the UTILITY shall result in the automatic imposition of the following penalties:

a. Non-Payment within fifteen (15) days of the due date will be subject to a penalty of _____ percent (____) % of the delinquent amount.

b. Non-Payment for thirty (30) days will result in interruption of water service.

c. Non-payment for sixty (60) days will result in termination of this Agreement. No further water will be supplied until such time as CUSTOMER pays all arrearages, damages, re-installation fees and penalties as provided herein.

d. Failure to invoke any of these remedies does not constitute a waiver of said by UTILITY of any of its rights afforded under this Agreement, the Rules and Regulations, or by law.

11. By execution of this Agreement CUSTOMER acknowledges that he has been provided with a copy of the Rules and Regulations of the UTILITY; that he has read, reviewed and understood the Rules and Regulations and understands that he is subject to their requirements.

IN WITNESS WHEREOF the parties have executed this agreement this _____ day of _____, 2025.

Patriot Municipal Water UTILITY
By Town Board President

CUSTOMER NAME

PHONE NUMBER

EMAIL ADDRESS

Attest:

Clerk Treasurer, Town of Patriot
