

SOUTHEAST WATER USERS DISTRICT

MEMBERSHIP AND WATER USER AGREEMENT

This agreement between the *Southeast Water Users District*, a political subdivision, hereinafter called the District, and

NAME: _____

whether one or more, a member of the District, hereinafter called the Member.
Billing Address:

WITNESSETH

WHEREAS, the Member desires to purchase water from the District, and to enter into a membership and water user agreement as required by the District.

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

The District shall furnish, subject to the limitations set out in Rules and Regulations and By-laws and those hereinafter provided for, water as the Member may desire in connection with his occupancy of the following described property:

_____ OR _____
Township Name Section Quarter Subdivision Lot Blk

The member agrees to comply with and be bound by the Articles, By-laws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time and place as shall be determined by the District, and agrees to the imposition of such penalties for non-compliance as are now set out in the District's By-laws and Rules and Regulations, or which may be hereafter adopted and imposed by the District. The member, may request a Member Handbook of the Rules and Regulations of *Southeast Water Users District*.

The Member hereby grants the District, its successors or assigns a perpetual easement in, over, under, and upon the above described land 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.

The Member shall install and maintain at his own expense a service line which shall begin at the curb stop and extend to the dwelling or place of use. The service line shall connect with the distribution system of the District.

The District shall then assume complete ownership and maintenance responsibility of the distribution line up to and including the curb stop. The Member shall retain no incidents of ownership in the distribution line and nothing contained within this executed Agreement shall be construed as contrary to this intent, such intent being that of both the District and Member.

The District shall purchase and install a curb stop and a water meter in each service.

The District shall have exclusive right to use such curb stop and water meters.
The District shall have final jurisdiction and authority to determine:

- Location of any service line connection to its distribution system;
- The allocation or proration of water to members in the event of a water shortage or insufficiency of water supply, including scheduling of hours of water use for garden and lawn purposes;
- Shutting off of water to a member who allows a connection or extension to be made to a service line for the purpose of supplying water.

If at any time the total water supply shall be insufficient to meet all the needs of all of the members, the District must first satisfy all of the needs of all members for domestic purposes before supplying water for any other purpose.

The Member agrees to comply with the requirement of the North Dakota State Health Department that no other present or future source of water will be cross-connected to the District's lines.

Upon the occurrence of either the Member's breach of this contract by (1) refusing or failing, without just cause, to connect his service line to the District's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum water rates, the Member must pay a penalty amount to be determined by the District, which amount will be based upon the unpaid monthly rates in effect during the period of the breach. It is expressly understood and agreed upon by the parties hereto that said amount must be paid back in monthly minimum rates set by the District for a period of up to 5 years, along with any unpaid water billings. After the 5 year period, the back minimums times the number of months OR a new Membership Fee must be paid, whichever is less, plus any delinquent water bills.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____
Day of _____ 20 _____, in duplicate of original.

Member #1

Member #2
Spouse or Other

SOUTHEAST WATER USERS DISTRICT

By _____
Its President

By _____
Its Secretary