

NEW CUSTOMER SERVICE CONTRACT

This contract, made and entered into this _____ day of _____ 2023, between _____, whose address is, _____ party of the first part, and the Todd County Water District, P O Box 520, Elkton, KY 42220, party of the second part.

Witnessed:

That for and in consideration of the mutual covenants and agreements of the parties hereto, and herein contained, they agree as follows:

1. First party/parties agree to purchase water from the second party, and the second party agrees to furnish water to first party/parties. First party/parties further agree to pay a **monthly water rate based upon the amount of water used**, and said rate shall be approved by the Kentucky Public Commission.
2. The first party/parties' rights hereunder are subject to such further rules and regulations as the party of the second part may prescribe. **Second party may terminate service to any customer failing to pay a water bill when fifteen (15) days past due or for violating the organization's regulations.**
3. **First party/parties understand that they are to pay their new water bills on or before the tenth (10th) of each month, and that a ten (10%) percent late charge will be added for all bills not paid by the tenth of each month.** It is further understood that late payments may not be reflected in the billing, and failure to receive bills will not avoid payment on the part of the first party/parties. **It is further agreed that all past due bills are subject to collection and for trip fee changes paid in full before service is restored, in the event the service is terminated due to failure to pay water bill within fifteen days past due, or for other violations of second party's regulations. It is further understood that first party/parties shall be required to pay all charges incurred by second party for collection of past due bills, including court costs and attorney fees as awarded by a court of competent jurisdiction and also first party/parties shall pay a reasonable, approved reconnection/termination fee (\$50.00) in the event service has been terminated for lack of payment.**
4. First party/parties further agree to grant, bargain, sell, transfer and convey unto second party, its successors and assigns, a **perpetual easement** with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line over, across and through the lands of first party/parties situated in Todd/Logan Counties, Kentucky, and further to grant unto second party the right of ingress and egress for these purposes over first party/parties property.
5. It is further understood and agreed that **maintenance of the water service line** from the meter to first party/parties' residence or other building served by the water line, shall be the sole responsibility of the first party/parties.
6. It is understood that when first party/parties request that water service begin for the benefit of first party/parties, they must have **all valves or fixtures turned off**, and second party is not responsible for water damage caused by open valves or fixtures.
7. First party/parties agree that **no other present or future source of water will be connected to any water line served by the District's lines** and will disconnect from their present

water supply prior to connecting to and switching to the District's system, and shall eliminate their present or future cross connections in their system.

8. First party/parties agree 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.
9. First party/parties agree to pay a **Name Change Fee of \$50.00**, as of the date of the signing of this contract, unless a meter tap on fee is charged. The Water District does not require a security deposit and does not have any sort of refundable deposit.
10. Billing and Notices relating to the conduct of the business or residence will be mailed to the customer at the address listed on this **Existing Service Contract** (User's Agreement) unless change of address has been filed in writing with the District; and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from payment of any bill or any performance required in said notice. Bills for water service are payable at the office of the District on the date of issue. The due date shall be the tenth of the month of issue. **On a new tap-on, the billing for this new service shall begin at the time the District installs the meter vault regardless of whether a meter is installed or the customer is connected to the meter.**

Property Owner Signature _____

Driver's License Number _____

Customer Signature (if other than property owner) _____

Driver's License Number _____

Todd County Water District

By: _____