

MARYSVILLE-OTISCO-NABB WATER CORPORATION

THIS AGREEMENT between the Marysville-Otisco-Nabb Water Corporation, a non-profit Corporation, organized and existing under and by virtue of the laws of the State of Indiana, Hereafter called the Corporation, and

a member of the corporation, hereafter called the Member.

WITNESS:

WHEREAS, the member desires to purchase water for domestic, farm, and other purposes, from the corporation.

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

THE CORPORATION shall furnish, subject to limitations hereinafter provided for Such quantity of water for domestic, farm and other purposes, as the Member may Desire in connection with his occupancy of the following described property:

The member shall install and maintain at his own expense a service line which shall Begin at his property line and extend to the dwelling and other portion of his premises.

The member's service line shall connect with the distribution system of the corporation At the nearest place of desired use by the member, provided the corporation has Determined in advance that the corporation's water system is of sufficient capacity to Permit delivery of water at that point.

The member shall pay for such water at such rates, time and place as shall be determined by the corporation.

The corporation shall purchase and install a cutoff valve and may also include a water meter, in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and corporation, on the corporation's distribution system. The corporation shall retain ownership of and shall have exclusive right to use such Cutoff valve and water meter and to turn it on and off; and the member shall not have Any property rights over such cutoff valve or water meter.

The corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine and allocation of water to members in the event of a water shortage; may shut off the water to a member who allows a connection of extension to be made to his service line for the purpose of supplying water to another user.

The failure of a member to pay water charges duly imposed shall result in automatic imposition of the following penalties:

- A. Non-payment within 17 days from the due date will be subject to a penalty of ten percent of the delinquent account on the first three dollars and three percent excess over three dollars.
B. Non-payment within thirty days after original due date will result in the water being shut off from the member's property.
C. Non-payment for sixty days after original due date will allow the corporation in addition to all other rights and remedies to terminate his membership and in such event, the member shall not be entitled to receive, nor the corporation obligated to supply, any water under this agreement.
D. In the event it becomes necessary for the corporation to shut off from a member's Property, a fee of \$50.00 will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed the agreement this \_\_\_ day of \_\_\_

ATTEST:

MARYSVILLE-OTISCO-NABB WATER CORPORATION

PRESIDENT

X

MEMBER