

# New Zion Utility Association, Inc.

3153 Highway 49, Wiggins, MS 39577

## WATER USERS AGREEMENT

Application Date \_\_\_\_\_

I \_\_\_\_\_, hereby make application to New Zion, (hereinafter called the Utility) for water service.

### Witnesseth

In consideration of the Utility providing water service to me, I agree:

1. To pay all necessary installation and / or connection charges as required by the Utility for water service, which may include a refundable security deposit.
2. To install and maintain at any expense all necessary service lines, plumbing and fixtures to enable the property owned by me to be connected to the Utility's water meter.
3. To pay all monthly charges beginning with the first complete billing cycle after water service has been established at the Utility's water meter on my property. I understand that regardless of whether or not I have installed the necessary service line or have consumed any water; I will still be required to pay the necessary monthly minimum established by the Utility. I further understand that if I do not receive a statement of current monthly charges, it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a water statement does not waive my responsibility to pay those charges or any late assessments or service charges that result for my failure to remit the proper payment when it is due.
4. To use the water in accordance with the rules and regulations established in the Utility's Bylaws and Amendments which includes prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my water service.
5. To properly notify the Utility when I change mailing addresses, if I relinquish control of my property or for any other reason to request that water service to my property be terminated.
6. To grant the Utility, its successors and assigns, a perpetual easement in, over, under and around my property with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities together with the right to utilize adjoining lands
7. That I have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.
8. To allow unrestricted access to water meters at all times. This includes, but is not limited to, fence location and accommodations for pets and livestock.

In Consideration of my payment of all charges necessary for the installation and / or connection of water, the Utility agrees:

1. To make every effort to provide a continuous supply of safe and potable water to me. I understand that at times due to equipment or power failures, water main breaks, weather related damage, and other unpreventable circumstances that the supply of water to my property may be interrupted. I understand that a guarantee of an uninterrupted supply of water can not be granted by any water utility including New Zion Utilities and that if my residence or business requires a continuous supply, then it is my responsibility to install at my expense the necessary equipment to provide an alternate water supply. I further understand that I am required by law to notify the Utility of my intention to connect an alternate supply and that the Utility is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Utility's water distribution system.
2. To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Utility's water meter and recorded monthly by the Utility. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Utility may use an estimated charge based upon my historical consumption and that such estimations are provided by law but restricted by the fact that actual readings must be recorded the month preceding and the month following the estimation. I also understand that it is my responsibility to provide proof of reading error or payment error to the Utility in order for an adjustment to be considered.
3. To notify me of any changes in rates, policies, or amendments to the bylaws of the Utility.

Property Owner: \_\_\_\_\_

### Office Use Only

Renter: \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Connection Fee: \$ \_\_\_\_\_

Service Address: \_\_\_\_\_

Membership: \$ \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Refundable Deposit: \$ \_\_\_\_\_

Telephone: \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature \_\_\_\_\_

### Required Fees

- \$100.00 Security Deposit: (Refundable upon Termination of Services Renter)
- \$25.00 Security Deposit: (Refundable upon Termination of Services Owner)
- \$25.00 Connection Fee: (Non-Refundable Labor Costs for Unlocking / Reading Existing Meter)
- \$15.00 Membership Fee: (Non-Refundable Contributed Capital)
- \$1000.00 Water Tap Fee: (Non-Refundable Materials and Labor Costs of Installing Service)
- \$700.00 Road Crossing Fee