WATER USER AGREEMENT

10030750

This agreement entered into and between the **Boyle-Skene Water Corporation, Inc.**, a non-profit corporation hereinafter called the "Corporation" and [redacted] (b) (6), (b) (7)(C) [Members(s) of the Corporation] hereinafter called "Member". Member desires to purchase water from the Corporation and to enter into a water user agreement as required by the By-Laws of the Corporation.

FOR AND IN CONSIDERATION of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

1) SERVICE LOCATION: The Corporation shall furnish, subject to the limitations set out in its By-Laws and Rules and Regulations now in force or as hereinafter amended such quantity of water as the Member may desire in connection with Member's occupancy of the following **911 address:** [redacted] (b) (6), (b) (7)(C) [redacted] (b) (6), (b) (7)(C) [redacted]. (Please Print)

2) EASEMENT: The Member hereby grants unto the Corporation and its successors, 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, inspect, repair, maintain, replace and remove water pipe lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands.

3) SERVICE LINE: The Member shall install and maintain at the Member's expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall remain the exclusive property of the Member. The service line shall connect with the distribution system of the Corporation at the nearest place of described use by the Member, provided the Corporation has determined in advance that the system has sufficient capacity to permit delivery of water at that point. In a like manner, the Corporation shall be responsible for and maintain its distribution system. The Member understands and agrees that the distribution system of the Corporation is its exclusive property.

4) ADDITIONAL EVIDENCE OF AGREEMENT: In addition to the terms and conditions of this user agreement, the Member agrees to comply with and be bound by the Articles, By-Laws, Rules and Regulations of the Corporation, 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 Corporation, and agrees to the imposition of such penalties for non-compliance as are now set out in the Corporation's By-Laws, Rules and Regulations, or which may be hereafter adopted and imposed by the Corporation.

5) DEPOSIT AND MEMBERSHIP FEE: The Member agrees to pay a deposit in the amount of $65.00 in the event service to the Member is terminated, either voluntarily by the Member or by the Corporation for cause, the deposit shall be held and applied by the Corporation to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the deposit shall be refunded by the Corporation with a reasonable time thereafter. In addition thereto, Member hereby pays a non-refundable membership fee of $15.00.

6) EQUIPMENT: The Corporation shall purchase and install a water meter and may also include a cut-off valve in each service. This equipment shall remain the property of the Corporation. The Corporation shall have exclusive right to use such cut-off valve and water meter and shall maintain the same.

7) FINAL AUTHORITY: The Board of Directors of the Corporation shall have final authority in any question of location of any service line connections to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supplying water to another use. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for garden purposes; provided that, if at any time, the total water supply shall be insufficient to meet all of the needs of all Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

8) NO UNAUTHORIZED LINES OR USE: The Member agrees that no other present or future sources of water will be connected to any water lines served by the Corporation's water lines and will disconnect from the present water supply prior to connecting to and switching to the Corporation's system and shall eliminate their present or future cross-connections to the Member's system. The Member further agrees that no attempt will be made at any time to connect to the Corporation's distribution system for the purpose of obtaining the use of water which has not passed through the meter assigned to the Member by the Corporation.

9) SERVICE DATE: The Member shall connect service lines to the Corporation's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Corporation. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

10) BREACH OF CONTRACT: The following acts shall constitute a breach of this contract by the Member: 1) failure without just cause, to connect a service line to the Corporation's distribution system as set forth above; or, 2) unauthorized connection, use or tampering with the equipment or distribution system of the Corporation. In the event of a breach of contract, the Member agrees to pay the Corporation a lump sum of Three Hundred Dollars ($300.00) as liquidated damages. Upon discovery of an unauthorized connection, use or tampering with the equipment or distribution system of the Corporation by a member, the member will be given written notice of that he or she is being assessed a three hundred ($300.00) dollar liquidated damage assessment and given thirty (30) days to have the unauthorized connection removed and repaired by a licensed and bonded plumber at the sole expense of the member. Failure to pay such liquidated damages or to have an unauthorized connection removed within thirty (30) days shall result in termination all service to the member without the necessity of further notice. By implementing these corrective measures the Corporation does not waive any right to sue civil damages and/or restitution based upon any criminal charges arising from the unauthorized connection and use of un-metered water. It is further expressly understood and agreed by the parties thereto that the amount agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages. The damages, penalties and procedure reflected in this paragraph are intended to reflect the current policy of the Corporation. In accordance with Paragraph 4, Above, Member acknowledges that the Corporation has the right to amend its procedure and/or assess additional fines and penalties for violations of the rules and By-laws of the Corporation now in force, or as hereafter duly and legally supplemented, amended, or changed.

11) FAILURE TO PAY WATER CHARGES: The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties without the necessity of further notice to the member:

1. Non-payment within ten (10) days from the due date will be subject to a penalty of ten percent (10%) of the delinquent account.

2. Non-payment within sixty (60) days from the due date will result in the water being shut off from the Member's property.

3. In the event it becomes necessary for the Corporation to shut off the water from a Member's property, a fee set by the Corporation in its rate schedule will be charged for reconnection service.

12) DISPUTE RESOLUTION: In the event a member is disagrees with the assessment of a penalty, assessment of liquidated damages or any aspect of performance of this agreement by the Corporation, or its employees, Member agrees that he or she will submit a written request for review by the Board of Directors by hand delivery of the same to the Corporation Secretary at the office of the Corporation during regular business hours. A request for review must be submitted within thirty (30) days of the action complained of or it will be considered waived and not subject to further review. The Board of Directors will hear and consider such a request for review no less than five (5) days, and nor later than thirty (30) days after hand delivery by the Member, unless a mutually agreeable hearing is otherwise scheduled. The Member understands and agrees that the decision of the Board of Directors shall be final.

IN WITNESS WHEREOF, we have executed this agreement this 20 day of November 2007.

ATTEST: **BOYLE-SKENEWATERCORPORATION, INC.**

_____ _____

President

(b) (6), (b) (7)(C) [redacted]

Member

(b) (6), (b) (7)(C) [redacted]

Member

Mailing Address and Phone Number:

(b) (6), (b) (7)(C) [redacted]

Phone Number: (b) (6), (b) (7)(C) [redacted]

Alternate Number: (b) (6), (b) (7)(C) [redacted]