

**ELROD WATER COMPANY, INC. D/B/A  
HOOSIER HILLS REGIONAL WATER DISTRICT  
MEMBERSHIP AND WATER USERS AGREEMENT**

THIS AGREEMENT, entered into between ELROD WATER COMPANY, INC. D/B/A HOOSIER HILLS REGIONAL WATER DISTRICT, a public entity hereinafter called the Utility, and \_\_\_\_\_

hereinafter called Member, WITNESSETH;

WHEREAS, the Member desires to purchase water from the Utility and to enter into a Water Users Agreement as required by the bylaws of the Utility.

NOW, in consideration of the mutual promises and agreements herein contained, it is hereby understood and agreed by the parties as follows;

The Utility shall furnish, subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the property located at: (P.O. address or road address of property) \_\_\_\_\_

The Member agrees to grant, without charge, to the Utility, its successors and 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, inspect, repair, maintain, replace, and remove water pipelines 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.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall be of a kind and quality approved by the Utility. The service line shall connect with the distribution system of the Utility at the nearest place of desired use by the Member, provided the Utility has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Bylaws, Rules and Regulations of the Utility 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 Utility, and agrees to the imposition of such penalties for non-compliance as may be adopted and imposed by the Utility, including any reconnection fee imposed.

The Member agrees to pay the Membership Fee and Connection (tap) charges as determined by the Schedule of Water Rates and Charges in force and effect by the Utility, which Membership Fee shall be payable upon the execution of this agreement, and which Membership Fee shall be refundable.

The Utility shall purchase and install a cutoff valve and a water meter in each service. The Utility shall have exclusive right to use such cutoff valve and water meter. The Utility shall have final authority in any question of location of any service line connection 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 his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, the Utility may prorate the water available among the various 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 any purpose, and such other restrictions as are necessary.

The Member agrees that no other present or future source of water will be connected to any waterlines served by the Utility's waterlines and will disconnect from his present water supply prior to connection to and switching to the Utility's system and shall eliminate any present or future cross-connections in his system. The Member shall connect his service lines to the Utility's distribution system and shall commence to use water from the system on the date the water is made available to the Member of the Utility. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, ELROD WATER COMPANY, INC. D/B/A HOOSIER HILLS REGIONAL WATER DISTRICT.

\_\_\_\_\_  
MEMBER

BY \_\_\_\_\_  
PRESIDENT, BOARD OF DIRECTORS

\_\_\_\_\_  
MEMBER

ATTEST \_\_\_\_\_  
SECRETARY, BOARD OF DIRECTORS