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CBB Water System, Inc.
P.O. Box 968
Benton, LA 71006-0091

WATER USERS AGREEMENT

This agreement, between the CBB Water System Inc., a nonprofit corporation, hereinafter called the association, and _____ a member of the association hereinafter called the Member.

WITNESSETH

WHEREAS, the Member desired to purchase water from the Association, and to enter into a water users agreement as required by the By-Laws of the Association.

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

The Association shall furnish, subject to the limitations set out in Rules and Regulations and by-laws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

Physical Location: _____

Mailing Address: _____

The Member hereby grants the Association, its successors or 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 and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10' from the road right-of-way.

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 connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that Point.

The Member agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current rules and regulations.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction 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; may shut off water to a Member who allows a connection or extension to be made to 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 to 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 the use of water for garden purposes; by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all Members, the Corporation must first satisfy all of the needs of all of the 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.

The member, private and or commercial, agrees to comply with the requirements of the Louisiana State Board of Health, that requires no current or future sources of water, including but not limited to water wells, will be connected to any part of any water lines served by the association's water lines and will disconnect from all present water supplies prior to any connection and switching to the Association's system. I AGREE TO THE ABOVE PARAGRAPH INITIAL HERE X

The Member shall connect his service lines to Association's distribution system and shall commence to use water from the sys Association tem on the date that the water is made available to the Member by the Association. Water charges to the Member shall commence on the date that the service is made available.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events the Member agrees to forfeit his membership fee and water deposit (One hundred and sixty dollars \$160.00.)

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

- (1) Nonpayment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account
- (2) Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property.
- (3) In the event it becomes necessary for the Association to shut off your water service a fee of \$50.00 will be charged to reconnect the service.

BY:For Ken Ward

PRESIDENT

Print Member Name

**Social Security# (or Driver's License# & State)
or Federal Tax ID# for Businesses**

Member Signature

Home Phone Number

Print Mailing Address including City, State & Zip if not Benton

Cell Phone (may be used for text service alerts)

Employer & Phone Number

Secondary Cell Phone (may also be used for text service alerts)

**Please mail all correspondence to:
CBB Water System, Inc., P.O. Box 968, Benton LA. 71006-0968**

The following information regarding race/national origin/gender is requested to assure the Federal Government, acting through Rural Development, that CBB Water System, Inc. is complying with Federal Laws prohibiting discrimination against applicants.

You are not required to provide this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, **if you choose not to furnish it, CBB Water System is required to note your race/national origin/gender on the basis of visual observation or surname.**

Please check appropriate boxes below in each of the three categories of demographic data:

Race:

- American Indian/Alaskan Native
- Asian
- Black/African American
- Native Hawaiian/Pacific Islander
- White
- Other

Ethnicity:

- Hispanic/Latino
- Not Hispanic/Latino

Gender:

- Male
- Female

In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income received for a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activities.

CBB Water System, Inc. is an Equal Opportunity Provider.