

Hardinsburg Municipal Utility
220 S Main St
PO Box 149, Hardinsburg Ky 40143
270-756-2213



Utility Deposit-**\$50.00 Own**
-\$200.00 Rent/Contract for Deed

Service Address _____

Service Address City _____ State _____ Zip Code _____

Name _____

Spouse _____

Mailing Address _____

Mailing Address City _____ State _____ Zip Code _____

Phone# _____

Would you like automatic bank withdrawal? _____

Routing # _____ Account # _____

Have you previously had service with the city? _____

Date you wish service connected. _____

Applicant Signature _____ Date _____

Owner Signature _____ Address _____

By signing, the property owner acknowledges that should the renter/applicant for service leave a balance due, the property owner is responsible to pay that balance in full.

WATER USER AGREEMENT

This agreement entered into between _____ whose address is _____ hereinafter called "USER" and the City of Hardinsburg, PO Box 149, Hardinsburg, KY 40143, hereinafter called "SUPPLIER".

WHEREAS the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user's agreement as required by the Bylaws of the SUPPLIER, as applicable.

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

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules, and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a (Residence, Mobile Home, Business, Other) located on (Street, Road, etc).

The USER shall install and maintain, at his own expense, a **NON-LEAD** service line, which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. **WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.**

It is understood and agreed that the SUPPLIER reserves the right to determine the size of the service connection to be used to supply water to the USER. A 5/8" by 3/4" meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by mobile home parks when mobile homes are not supplied by individual meters.

The USER agrees to comply with them and be bound by the Articles, Bylaws, Rules, and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented amended or changed. The USER agrees to pay for water at such rates, such penalties for noncompliance as are now set out in the SUPPLIER'S bylaws. Rules & Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

In the event the USER breaches this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of \$200 as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon a liquidated damages in that a breach by the USER in either or the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of water shortage and may shutoff water to the USER if he allows a connection of extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the needs of the users, or in the event there is a shortage of water the SUPPLIER may prorate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of all the user, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all user for both domestic and livestock purposes before supplying or water for garden purposes.

The USER agrees that no present or future source of water will be connected to any water line served prior to connection to and switching to the SUPPLIER'S system and shall eliminate present future cross-connections in his system.

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

1. Nonpayment after the due date, (15th of each month), will be subject to a 10%(percent) Penalty and will be applied on the 16th of each month to the delinquent account.
2. Nonpayment after the 25th of each month will result in the water being shut off on the 26th of each month from the USERS property.
3. In the event it becomes necessary for the SUPPLIER to shut the water off from the USERS property, the disconnect fee will be \$100 and the reconnect fee will be \$35. If customer wants same day reconnect, there will be an additional charge of \$35.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over and under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter user, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from said lands.

IN WITNESS THEREOF, we have executed this agreement this _____ day of _____ SUPPLIER

WITNESS.

Water User _____

Water User's Spouse _____