NORTH CENTRAL RURAL WATER CONSORTIUM II
WATER USER AGREEMENT
2718 Gateway Ave., Suite #201, Bismarck, ND 58503-0585
877-410-0760 or 701-751-0870

This agreement is made by and between North Central Rural Water Consortium II, hereinafter called the Consortium, and _____ hereinafter referred called the User.

Subject to the provisions of this agreement, the Consortium will provide water service to the User at the following described property owned by the User in _____ County, North Dakota, to-wit:_____ service(s) at _____

Block _____ Lot _____ Outlot _____Twp. _____ Section _____Range _____

Additional Legal Info: _____

(Please list ¼'s of sections and/or all information from your deed or abstract)

The User acknowledges that unless he/she/it have properly executed the Consortium's Water System Right-Of-Way Easement regarding the above described property to the satisfaction of the Consortium, this Agreement shall be unilaterally revocable by the Consortium.

The Consortium shall provide and install a curb stop (control) valve and meter which shall be under the exclusive control of the Consortium. The User shall install and maintain at his own expense, a service line that shall begin at the curb stop valve and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Consortium at the nearest place of desired use by the User provided the Consortium has determined in advance that the system has sufficient capacity to permit the delivery of water at that point.

The Consortium shall: determine the location of any service connection to its system; determine the allocation of water to Users in the event of a water shortage; and terminate services to a User who allows a connection or extension to be made to his service line for the purposes of supplying water to another user. In the event the total water supply shall be insufficient to meet the needs of all of the Users, or in the event there is a shortage of water, the Consortium may prorate the water available among the various Users on such basis as is determined equitable by the Consortium, and may also establish a schedule for the use of water for garden and lawn purposes. Provided that in the event any time the total water supply shall be insufficient to meet the needs of all of the Users, the Consortium must first provide for the needs of all of the Users for domestic purposes before supplying any water for any other purpose. The User acknowledges that in quantity and pressure of the water supply may vary at times and that a restrictive device may be installed by the Consortium in order to avoid hardship to other Users.

The User shall comply with all local, state and federal authorities and regulatory agencies with regard to the use of the water system. The User further agrees that no other current or future source of water will be connected to any lines served by the Consortium and that the User will disconnect his present water supply prior to connection with the Consortium system.

The User agrees that by their signature below they certify that they have been given a copy of the Users' Handbook and agree to abide by the rules and regulations, which can be revised without further notice.

The User agrees to pay the basic fees assessed by the Consortium for water service in addition to charges for water service based upon consumption and other fees or deposits established from time to time by the Consortium. Charges for services shall commence on the date that water service is made available by the Consortium regardless of whether or not the User makes use of the service. An initial hook up fee shall be paid at the time of the signing of this agreement. In the event that the Consortium is unable to provide the services contemplated herein, remaining hook up fee funds will be refunded. Users may not terminate their account until after the first 36 months of monthly minimum fees have been paid (36 months x base rate). A reactivation fee will apply if the User decides to reconnect to the system. The User shall notify the Consortium if transferring title to a new owner within 30 days and understands that this Water Users Agreement runs with the land unless terminated in writing by the User and the Consortium.

The User agrees that they and their successors in title are to be bound by all present and future policies and regulations of the Consortium which they acknowledge they have had the opportunity to read and which may be amended from time to time.

In witness whereof, the parties have signed this agreement this _____ day of _____, 200___.

_____ _____

Owners Owners

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a notary public, personally appeared the owner(s) listed above, known to me (or proved to me on oath) to be the person(s) who is described in and who executed the within instrument, and acknowledged to me that they executed the same.

_____
Notary Public

My commission expires: _____

The North Central Rural Water Consortium II is an equal opportunity provider and employer.
Complaints of Discrimination may be sent to
USDA, Director, Office of Civil Rights, Washington, DC 20250-9410