

This agreement, between Del-Co Water Company Inc. (a non-profit corporation), herein after called the Association, and the Signer hereof, a User of the Association hereafter called the User.

WITNESSETH

WHEREAS, the User desires to purchase water from the Association, and to enter into a water user's agreement as required by the Code of Regulations 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 Code of Regulations and those hereinafter provided for, such quantity of water as the User may desire in connection with his occupancy of the property described on the reverse hereof.

The User hereby agrees to give to the Association, its successor or assigns, a perpetual easement (Form FHA442-20); 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 to ingress and egress over adjacent land for the purpose mentioned above.

The User 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 User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, times and places as shall be determined by the Association, and agrees to the penalties for non-compliance with the above as set out in the Rules and Regulations. In addition to any connection fee established by the Association, the User agrees to pay a membership fee, in the amount of TEN DOLLARS (\$10.00). A Tenant Deposit shall be held and applied by the Association to the payment of the account of the User should service to the User be terminated either voluntarily by the User, or involuntarily by the Association. Should the account be fully paid at the time of termination of service to the User, Tenant Deposit shall be refunded by the Association within a reasonable time thereafter.

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 users in the event of a water shortage; may shut off water to the User who allows a connection or extension to be made to his service line for the purpose of supplying to another user. In the event the total water supply be insufficient to meet all the needs of the Users, or in the event there is a shortage of water, the Association may prorate the water available among the various Users on such basis as is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users 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 of the Users, the Association shall first satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the requirements of the Ohio Environmental Protection Agency that no other present or future source of water will be connected to any water lines served by the Association's water lines and will disconnect from its present water supply prior to connecting to and switching to the Association's system; and will properly abandon any auxiliary sources of water on the premises, such as a well or cistern, or either 1) install a reduced pressure principle backflow preventer on the Association's service line, or 2) meet other requirements which may be allowed. The User shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available. The governing board shall have the authority, in addition to all other rights and remedies, to purchase the User's Membership Certificate and terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against him and re-installation fee provided in the Association's Rules and Regulations, he may re-purchase his Membership Certificate and he shall then be entitled to a resumption of water services subject to all regulations of the Association.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or 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 User agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that the breach by the User in either of the respects set forth above would cause serious and substantial damages to the Association and it will 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 a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. The failure of the User to pay water charges duly imposed shall result in the automatic imposition of the following penalties.

- (1) Nonpayment after the due date will be subject to a penalty of five percent of the delinquent account.
- (2) Nonpayment within thirty days from the billing date may result in the water being shut off from the User's property.
- (3) In the event it becomes necessary for the Association to shut off the water from the User's property, a fee as established by the Board of Directors and shown on the SHUT OFF notice will be charged for turn on or reconnection of the service.

NOTIFICATION OF OHIO METER TAMPERING LAW

The State of Ohio has a law which makes tampering with Water Company meters or equipment illegal and establishes penalties for violations. Penalties are prescribed for the following illegal acts:

- Interfering with or by-passing a water meter or attachment to impede or reduce correct registration of the meter.
- Knowingly consuming any water which has not been correctly registered in the meter because of tampering.
- Reconnecting water service that has been disconnected or shut off by the Water Company for non-payment or other reasons. 'Knowingly consuming any water which has been unlawfully

reconnected.

IN WITNESS WHEREOF, we have hereunto executed this instrument this ____ day of _____, 20____,

BY: _____
President

(SEAL) Attest

Secretary of Clerk

USER
