

RURAL MEMBERSHIP WATER CORPORATION OF CLARK CO IN  
Water Users' Agreement

THIS AGREEMENT, between the Rural Membership Water Corporation of Clark County, a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Corporation, and \_\_\_\_\_, a member of the Corporation, hereinafter called the Member.

WITNESS:

WHEREAS, the Member desires to purchase water for domestic, farm, and other purposes, from the Corporation, and to enter into a water users' agreement as required by the by-laws of the Corporation.

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

The Corporation shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, farm, and other purposes, as the Member shall desire in connection with his occupancy of the following described property:

The Member shall not construct any permanent structure over the water line easement. The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of his premises. The Member shall NOT make any cross-connections with any other water supply.

The Member's service line shall connect with the distribution system of the Corporation provided the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time, and place as shall be determined by the Corporation.

The Corporation shall purchase and install a cutoff valve and may also include a water meter in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and the Corporation, on the Corporation's distribution system. The Corporation shall retain ownership of, and shall have exclusive right to use such cutoff valve and water meter and to turn it on and off.

The Corporation 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 the 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.

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

- A. Non-payment within 17 days from the due date will be subject to a penalty of ten (10) percent of the first \$3.00 due and three (3) percent of the balance of the bill due.
- B. Non-payment within 24 days from the due date will result in the water being shut off from the member's property.
- C. Non-payment for sixty days after original due date will allow the Corporation, in addition to all other rights and remedies to purchase the member's Membership Certificates and terminate his membership and in such event that Member shall not be entitled to receive, nor the Corporation be obligated to supply, any water under this agreement.
- D. In the event it becomes necessary for the Corporation to shut off the water from a Member's property, a fee of \$\_\_\_\_\_ will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_

RURAL MEMBERSHIP WATER CORPORATION OF CLARK COUNTY, INDIANA

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary-Treasurer

MEMBER: \_\_\_\_\_



**RURAL MEMBERSHIP WATER CORPORATION**

**ACKNOWLEDGMENT CONCERNING WATER PRESSURE**

**Pursuant to the rules of the Indiana Department of Environmental Management, the Rural Membership Water Corporation is required to provide 20 PSI (pounds per square inch) of water pressure on its system. Your execution of this document indicates that you are aware that it is your responsibility to determine whether you want higher or lower water pressure and is your financial responsibility to take action to increase or decrease your water pressure but in manner that is acceptable to and subject to the prior approval of the Rural Membership Water Corporation.**

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RURAL MEMBERSHIP WATER CORPORATION OF CLARK COUNTY, INDIANA  
MEMBERSHIP FEE CERTIFICATE**

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This is to certify that I, the undersigned did on this date, pay to the Rural Membership Water Corporation of Clark County, Henryville, Indiana, the sum of Sixty Five Dollars (\$65.00), which entitles me to membership privileges in said corporation. It is understood and agreed that Five Hundred Thirty Three Dollars (\$533.00) Tap-in Fee has been previously paid for which a WATER USERS AGREEMENT is signed at time of payment.

X

\_\_\_\_\_  
(Signature of Member)

(NOTE: Make Checks Payable To: RURAL MEMBERSHIP WATER CORPORATION OF CLARK COUNTY, INDIANA).

\_\_\_\_\_  
**WITNESS**

Payment made as stated above by CHECK – CASH.

**RURAL MEMBERSHIP WATER CORPORATION  
OF CLARK COUNTY, INDIANA**

\_\_\_\_\_  
(Authorized Representative)