

(revised 10/14/2006)

Certificate No. \_\_\_\_\_

WATER USERS AGREEMENT

THIS AGREEMENT, between the SEVEN LAKES WATER ASSOCIATION, INC. a corporation organized and existing under and by virtue of the laws of the State of Washington, hereinafter called the corporation, and \_\_\_\_\_, a member of the corporation, hereinafter called the member,

**WITNESSETH:**

**WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FROM THE CORPORATION AND TO ENTER INTO A WATER USER'S 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:**

1. The corporation agrees to furnish, subject to the limits hereinafter provided for, such quantity of water for domestic, livestock, garden, industrial and commercial purposes as the member may desire in connection with his occupancy of the following described property:

LOT \_\_\_\_\_

BILLING ADDRESS OF NEW BUYER:

STREET \_\_\_\_\_

\_\_\_\_\_

CITY \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE\* \_\_\_\_\_ \*

provided however, the member may have delivered to him only such water as may be necessary to supply the needs of the persons residing within a **single farmstead** or **dwelling** and of the livestock owned by such persons and to irrigate a garden; and to have delivered to him only such water as may be necessary to supply the needs of a particular installation.

2. The member agrees to pay for such water as he may use at the rates prescribed by the Board of Trustees of the corporation pursuant to the provisions of Article XI of the by-laws of the corporation, the water delivered through each service line being metered and the cost thereof determined separately. A flat minimum monthly rate shall be charged each member for the first **6000** gallons of water or any fraction thereof, such flat rate minimum rate to be payable irrespective of whether any water is used by the member during such period if service facilities are installed for such member. Additional charges will be made for additional water used by the member. The determination of the quantity of water used by member will be based upon readings of the water meters installed by the corporation, as provided for by Article XI of the by-laws. The rates to be charged by the corporation shall always be sufficient to enable it to pay all costs of operation and maintenance of the water system and corporation indebtedness, and to provide funds to meet replacements and additions to the system and unforeseen contingencies.

3. In the event the Corporation's water supply shall be insufficient to meet all of the needs of the members, or in the event there is a shortage of water, the corporation may pro-rate the water available among the various members on such basis as is deemed equitable by the Board of Trustees. The Trustees may also prescribe a schedule of hours covering the use of water and require adherence thereto, provided that if at any time the total water supply shall be insufficient to meet all of the needs of the members for domestic, livestock, garden, industrial and commercial purpose, the corporation must first

satisfy all the needs of the members for domestic purposes before supplying any water for livestock purposes, and must satisfy all the needs of the members for both domestic and livestock purposes before supplying water for garden, industrial or commercial purposes.

4. Payment of the debt repayment charge, flat minimum rate, and of additional charges for additional water supplied the member shall be made at such time as the board of trustees of the corporation shall prescribe; provided that if the payment of such charges is not made for a period of 30 days after they become due, the corporation shall have the right to refuse to supply water to the member until payment is made; and provided further that in the event payment of such charges is not made for a period of 60 days after they become due, the corporation may, in addition to all other rights and remedies that it may have, suspend the membership in the manor provided for in Article XI, Section 7 a and b of the by-laws, and in such event, the member shall not be entitled to receive, nor the corporation obligated to supply, any water under this agreement.

5. This contract shall be in full force and effect continuously hereafter so long as the member continues to be a member of the corporation.

6. The member agrees that water lines installed on his property carrying water supplies by the corporation, shall not be connected with, contact, or even touch pipes or vessels bearing any liquid supplied from another source. The foregoing conforms to State Health Department regulations.

7. In the event that the water pressure at the meter is below the required 30 PSI, the corporation shall purchase, install and maintain a booster pump on the members service line, all costs incurred shall be paid for by the member.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS**

**AGREEMENT THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(seal)

SEVEN LAKES WATER ASSOCIATION, Inc.

\_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member