

WATER USERS AGREEMENT  
Fairview Union Water System  
P.O. Box 315  
Coushatta, LA 71019

Meter # \_\_\_\_\_  
Reading: \_\_\_\_\_  
Account # \_\_\_\_\_  
¾ Water Service \_\_\_\_\_  
Membership Fee \_\_\_\_\_  
Total: \_\_\_\_\_

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

This agreement, between the FAIRVIEW UNION WATER SYSTEM, a non-profit corporation, hereinafter called the "Association" and FAIRVIEW UNION WATER SYSTEM MEMBER(S) of the Association, hereinafter called "Member".

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 the Rules and Regulations and Bylaws now in force and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

Name: \_\_\_\_\_

Race: \_\_\_\_\_ Sex: \_\_\_\_\_

Service Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(if different)

Amount Paid: \_\_\_\_\_

THE MEMBER DOES HEREBY DECLARE THAT HE/SHE IS THE OWNER OF PROPERTY, ON WHICH HE/SHE DESIRES THE METER TO BE INSTALLED.

The Association shall install at the Association's expense a water meter, a cut-off valve and a service line which shall begin at the main line and extend to the property lines. The Association shall have exclusive right to use such cut-off valve and water meter. The service line shall connect with the water main line of the Association at the nearest place of desired use by the Member, providing the Association has determined in advance that the meter has sufficient capacity to permit delivery of water to that point.

The Member grants to the Association its successors or assigns, a perpetual easement in, over, under, and upon the described land with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the described land. The width of the perpetual easement once installation is complete shall be not less than fifteen (15) feet from the road right-of-way.

The Member shall install and maintain at the Member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Association's water meter.

The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device, if required.

The Member agrees to comply with and be bound by the Articles, Bylaws and Regulations of the Association now in force, or as hereafter duly and legally supplemented, amended or changed. The member also agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for non-compliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Association shall have final authority in the question of any service line connection to its water main line and shall determine the allocation of water to Members in the event of a water shortage, and may shut off water to a Member who allows connection or extension to be made of the Member's service line for the purpose of supplying water to another user. In the event that total water supplies be insufficient to meet all the needs of the Members or in the event there is a shortage of water, the Association may prorate the water available among domestic purposes before supplying any water for livestock. The Association must first satisfy all the needs of all members for domestic purposes before supplying any water to livestock and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees 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 the present water supply prior to connecting to and switching to the Association's system and shall eliminate his/her present or future cross-connections in the Association's systems. The Association shall have the right to check a Member's water service for connection or tee off or his/her meter to another livable structure and may shut off water to a Member who allows a connection or extension to be made to his/her service for the purpose of supplying water to another user.

The Member shall connect the service lines to the Association's water meter and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the Member shall commence of the date service is made available, regardless of when the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to forfeit the membership fee previously paid to the Association. In addition, should the Member request water service at a later date, the Member shall be responsible for payment of an additional membership fee and/or a standard connection fee as established by the Association. The Association will review the reconnection fee at \$25.00 and will adjust the fee as necessary to subsidize the cost of installing the water assembly.

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

1. Non-payment by the 15<sup>th</sup> of the month shall be subject to a penalty of \$10.00. Initial \_\_\_\_\_
2. Non-payment by the 24th will result in the water being shut off from the Member's property. Initial \_\_\_\_\_
3. In the event it becomes necessary for the Association to shut off water service from the Member's property, a fee of \$25.00 shall be charged for a disconnect fee and a fee of \$25.00 will be charged for reconnecting the service. Initial \_\_\_\_\_
4. Membership Fee & Installation Fee are NON-REFUNDABLE: Initial \_\_\_\_\_
5. The customer is responsible from the Check Valve to his residence. Initial \_\_\_\_\_

Sign \_\_\_\_\_  
MEMBER

Date: \_\_\_\_\_

**Fairview-Union Water System  
Water Use Questionnaire**

Customer Account Number \_\_\_\_\_  
Customer Name \_\_\_\_\_  
Service Address \_\_\_\_\_  
Billing Address (if different) \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

Please indicate whether the special plumbing instances or activities listed below apply to your premises:

Yes	No	Plumbing or Activity Present on Customer's Premises
		Underground irrigation sprinkler system
		Water treatment system (e.g., water softener)
		Solar heating system
		Fire protection/sprinkler system
		Private well
		Other water supply (whether or not connected to plumbing system; e.g. lake, river, cistern, etc.)
		Sewage pumping system or grey water system (does not include individual sewer mechanical treatment plant with irrigation spray)
		Portable dialysis machine or equipment
		Boat dock/moorage with water supply
		Hobby farm
		Livestock or animal watering troughs
		Swimming pool, spa or hot tub
		Greenhouse
		Decorative pond or ornamental fountain
		Commercial dishwasher
		Baptismal font or pool
		Water hauling tank
		Chemical tank or agricultural chemical mixing tank
		Photo lab or dark room
		Home-based business. If Yes, list type or describe (e.g., beauty salon, machine shop, etc.):

Completed by (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

**Return this form to FUWS, P.O. Box 315, Coushatta, LA 71019**