

**PUBLIC WATER SUPPLY DISTRICT NO.2
OF HARRISON COUNTY, MISSOURI
WATER USER'S AGREEMENT**

The undersigned, being the owner or occupier of the land located within the above Public Water Supply District, hereby makes application to said District of water service connection, and if water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District, I hereby tender, and District hereby acknowledges receipt of, the sum of \$ 150 as a deposit for water.
2. The undersigned agrees to pay a minimum monthly meter charge for the water service connection from time service is made available by the District and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. The Rules and Regulation of the District provide that the District will read the water meters. ***Service bill for water used shall be rendered by the District on or before the 28th day of the month in which the water is used, and the undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered.*** The payment must be in the office by that date or a late fee of \$20.00 will be assessed to the bill. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill may result in disconnection of the service. After 3 consecutive months of non-payment and no communication from the water user, the meter is considered abandoned and may be declined. Future water service, if approved by the District, will be all back months minimums up to the current new meter set price.
4. **The water service supplied by the District shall be for the sole use of the undersigned. The undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.**
5. The undersigned agrees to not put any permanent structure around the water meter as to obstruct the District from easily having access to the

meter. If fencing is required, it must be a minimum of 6 feet square around the meter pit.

6. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out by the Bylaws and the Rules and Regulations of the District. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.
7. The undersigned agrees that in accordance with the policy of the district, he will not use any lead materials in private plumbing connected to the water system.
8. The laws of the State of Missouri, the Bylaws of the District , and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.
9. The undersigned agrees that he will grant a water line easement to the District for the transmission of water over, under and across any interest he may have in real property bounding the roads along which the initial water transmission lines for the District are planned in consideration for the District accepting this application.
10. The undersigned understands and agrees that the District makes no representations whatsoever of the adequacy of fire protection from its water supply system to undersigned or any other person or party and that no reliance shall be placed by undersigned or any other person or party for whom undersigned acts in any manner or capacity, on the adequacy of the District's water supply system for fire protection.

Payments are delinquent after the 15th of each Month. Delinquent accounts will be charged a \$20.00 late fee. If bill is not paid, meters may be locked, and a \$100.00 Reconnect Fee will be Charged.

Name: _____ Date: _____

Billing Address: _____

City, State, Zip _____

Meter Address: _____

City, State, Zip _____

Phone: _____ Cell: _____

Owner/Tenant (circle one)

Signature: _____

Office use only

Loc# _____

RT# _____

Acct. _____

Deposit \$ _____

Total Paid _____

Cash/Check/Credit Card

IMPORTANT
THIS FORM MUST BE SIGNED AND
RETURNED TO THE WATER OFFICE
OR SALES TAX WILL BE CHARGED ON YOUR WATER BILL

(STATE REGULATION REQUIRE THAT ALL WATER SALES EXEMPT FROM SALES TAX MUST HAVE
ON FILE SIGNED "STATEMENT OF PURPOSE")

STATEMENT OF PURPOSE OF METERED WATER SERVICE

1. The undersigned, who purchases metered water service from Public Water Supply District No. 2 of Harrison County, Missouri, hereby states that the metered water service purchased through a meter located within this District is for **(Circle One)**

Domestic Use: (Residential and Agricultural, Nontaxable)

Non-Domestic Use: (Commercial, subject to sales tax)

2. The undersigned further acknowledges that it is understood that "Domestic Use" means that portion of the metered water service used by the undersigned for non-business, non-commercial or non-industrial purposes and that "Business" includes any activity engaged in by any person, or caused to be engaged in by him, with the object of gain, benefit or advantage, either direct or indirect, all as more fully set forth in Section 144.010 to 144.510, Revised Statutes of Missouri, 1969, as amended. Undersigned further acknowledges that each person making domestic use purchases of metered water service and who uses any portion of such water so purchased for non-domestic use shall, by the fifteenth day of the fourth month following the year of purchase and without assessment, notice or demand, file a return and pay sales tax on that portion of non-domestic purposes. Undersigned further acknowledges that he is aware that each person making non-domestic purchases of water and who uses any portion of the service of the water so purchased for domestic use may between the first day of the first month and the fifteenth day of the fourth month following the year of purchase, apply for credit or refund to the Director of Revenue for taxes paid on the domestic-use portion of such water.
3. Undersigned further acknowledges that the undersigned is aware that this statement will be used as a basic classifying the use of metered water service furnished undersigned as set forth in Section 144.030 (23), Revised Statutes of Missouri, 1969, as amended: and undersigned are true and correct.

SIGNATURE: _____ **DATE:** _____