

EASTERN HEIGHTS UTILITIES., INC.

WATER USER'S AGREEMENT

This agreement, between EASTERN HEIGHTS UTILITIES, INC., a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Indiana hereinafter called the "SUPPLIER" and _____ a member (or applicant for membership) of the SUPPLIER, hereinafter called the "USER".

Whereas, the User desires to purchase farmstead, commercial, industrial, or domestic water from the Supplier, and to enter into this water User's agreement as required by the bylaws of the Supplier.

Now, therefore, in consideration of the mutual covenants, promises, and agreements herein contained, and all subsequent amendments hereto by the Supplier, it is hereby understood and agreed:

The Supplier shall furnish, subject to the limitations hereinafter provided, such quantity of water for farmstead, commercial, industrial, or domestic purposes as the User may require at the following described-property:

ADDRESS:

If water service does not currently exist at the above place of use, the User must pay in advance, a new service connection fee ("Tap Fee") and a System Development Charge ("SDC") as per the Eastern Heights Schedule of Rates as approved by the Indiana Utility Regulatory Commission ("IURC") from time to time. **Approval for a new service is subject to engineering hydraulic analysis.** When the Tap Fee and SDC fees are paid, the Supplier shall tap the main for the service and install a cutoff value and a water meter. The water meter shall be placed on the User's property immediately adjacent to the property line at a point determined by the Supplier. The User shall always maintain and provide clear access to the meter pit. The Supplier shall retain the ownership of and have exclusive right to use such cutoff value and water meter and to turn it on or off. The Supplier retains ownership of all parts and equipment within the meter pit. The Supplier will replace any part that fails under normal conditions, at no cost to the User. The User will be responsible for any broken or damaged parts caused by tampering, neglect, or misuse.

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the place of use. The service line shall connect with the distribution system of the Supplier at the nearest place of desired use by the User, provided the Supplier has determined in advance that the system is of sufficient capacity to permit delivery of the amount of water requested at that point.

Each RESIDENCE AND OR BUSINESS must be supplied by its own individual meter as determined by the Supplier. The supplier will TERMINATE SERVICE to the user who allows a connection or extension to be made to their service line for the purpose of supplying water to another user.

In addition to the connection fee established by the Supplier, the user agrees to pay a Membership Fee in the amount of \$100.

The User agrees to pay for the water at such rates, time, and place as shall be determined by the Supplier, and agrees to the penalties for non-compliance with the above as set out in this agreement. The User shall pay a service charge at the Returned Check Charge included in Eastern Heights Schedule of Rates for all returned checks per account. Also included in EHU's Schedule of Rates, the User shall pay a General Service Charge for any trip requested by User for conditions on the User's side of the meter. Additionally, the User shall pay a service charge at the Outside of Business Hours rate for all services requested after 4:00 p.m. and before 8:00 a.m. Monday through Friday, as well as at all times on Saturday, Sunday, and holidays.

The Supplier shall have sole jurisdiction and discretion in any allocation of water to the User in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to their service line for the purpose of supplying water to another user.

In the event the total water supply shall be insufficient to meet all of the needs of all Users, or in the event there is a shortage of water, the Supplier may prorate the water available amount to the various Users on such basis as is deemed reasonable and fair in the sole discretion of the governing Board of the Supplier, with equitable adjustments in charges therefor, and may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usages not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes: provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Supplier must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for gardens, lawns, and non-essential usages, such as commercial or other business usage.

The User agrees to comply with the requirements of the Indiana State Board of Health that no other present or future source of water will be cross-connected to any water lines served by the Supplier's water lines, except from a water source and through a protective device both approved by the State Board of Health and the Supplier. The User will disconnect from his present water supply prior to connecting to and switching to the Supplier's system after such supply and connection is approved by the Indiana State Board of Health and the Supplier.

For existing mains, the User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following such date, shall pay the equivalent of minimum charge for each month following the date on which the

Supplier installs the User's meter. Water charges to the User shall commence on the date that the service is made available.

The failure of a User to pay water charges duly imposed shall be subject to late penalty, service disconnection, and disconnection charges as prescribed by IURC.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____
day of _____, 20_____.

X

User

Printed: _____

X

User

Printed: _____

SUPPLIER:

EASTERN HEIGHTS UTILITIES, INC.

ATTEST:

X

Representative, Eastern Heights Utilitie...

Printed: _____

X

Representative, Eastern Heights Utilitie...

Printed: _____