

**RYKER'S RIDGE WATER CO., INC.**  
**WATER USER'S AGREEMENT**

**THIS AGREEMENT**, between the **RYKER'S RIDGE WATER CO., INC.** a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the Company, and \_\_\_\_\_ (owner, landlord/Deed holder) \_\_\_\_\_ (tenant), a /together member(s) of the Company, hereinafter called the Member(s).

**WITNESSETH:**

Whereas, the Member desires to purchase farmstead and domestic water from the Company and to enter into a water users' agreement as required by the Bylaws of the Company.

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

The Company shall furnish, subject to the limitations provided in the Company's Rules and Regulations, water for domestic and farmstead purposes in connection with the Member's occupancy of real estate located in Jefferson County, Indiana.

The Member shall install and maintain at his own expenses a service line which shall begin at his property line and extend to the dwelling and other portion of his premises. The member shall furnish and maintain a private shut-off valve on member's side of the meter, and the company shall provide a like valve on the Company's side of the meter.

The Member agrees to pay for such water at such rates, time and place as shall be determined by the Company and to comply with the Rules and Regulations of the Company.

The Company shall have exclusive right to use any shut off valve and water meter.

The Company shall have final jurisdiction in any question of location of any service line connection to its distribution system and shall determine the allocation of water to members in the event of a water shortage. 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 thereof will be subject to a collection charge of 10% on the first \$3 and 3% on the excess over \$3.
- B.** Non-payment within 30 days from the due date will result in the water being shut off from the Members property.
- C.** Non-payment for 60 days after the original due date will allow the Company, in addition to all other rights and remedies, to use membership for payment of past due bill and to terminate the membership. In such event, the Member shall not be entitled to receive, nor the Company obligated to supply, any water under this agreement.
- D.** Non-compliance with the Rules and Regulations of the Company after notice of noncompliance is delivered to the Member may result in the water being shut off from the Member's property.

In the event it becomes necessary for the Company to shut off the water from a Member's property a fee of Fifty (\$50.00) will be charged for a reconnection of the service. The Member acknowledges the receipt of the Ryker's Ridge Water Company Rules, which describe the Member's rights and responsibilities. Customer also acknowledges his responsibility to pay fees for meter set and any additional fees for getting water to his property.

**Adjustments shall be made in accordance with rules and regulations.**

**IN WITNESSETH WHEREOF**, we have hereunto executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Member Signature - Owner**

\_\_\_\_\_  
**Member Signature-Tenant**

\_\_\_\_\_  
**Address**

Print \_\_\_\_\_

Print \_\_\_\_\_

**Membership fee:**

**Membership #**

**Date Paid**

**Taken By:**

**Customer Account #** \_\_\_\_\_

## NEW ACCOUNT / RYKER'S RIDGE WATER

Customer Name / Legal name on Deed

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Service Address:

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Bill to be sent to what address:

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Daytime Phone of where you can be reached:

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Bank Lien or Contract Buy:

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Purchased from:

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Date Meter is to be Read:

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