

Account # _____

SOUTHEAST WATER USERS DISTRICT
WATER USER AGREEMENT

This Agreement is between SOUTHEAST WATER USERS DISTRICT, a North Dakota political subdivision under Chapter 61-35 of the North Dakota Century Code, with a post office address of P.O. Box 10, Mantador, ND 58058 (the "District"); and _____, whether one or more, a water user applicant (the "User").

RECITALS

WHEREAS, the User is the record owner of the following real property in _____ County, North Dakota:

See legal description, County parcel number, and property address attached as **Exhibit A**.

The property described above is the "Property."

WHEREAS, the User wishes to purchase water service for the Property from the District; the User must become a Southeast Water Users District member as a condition to water service.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree:

AGREEMENT

Membership and Rules: The User will be a user member of the District, and the User will comply with all of the District's membership and water service guidelines, POLICY BULLETIN HANDBOOK, BY-LAWS, rules, rates, fees, and requirements, all as may be amended. Subject to the terms of this Agreement, and the terms of the District's BY-LAWS and POLICY BULLETIN HANDBOOK, the District will provide water service to the Property. The parties agree the District has no obligation to provide water supply for fire protection. The User understands and agrees the District does not guarantee water service to the Property; the quantity or quality of water; that the District has or will have sufficient water supply to supply water to the Property; or that the District's water supply system has sufficient capacity to provide water to the Property. Further, in the event of a water shortage or any other unforeseen circumstance that results in limited water supply, the District may restrict or refuse water service to the Property. The User acknowledges receipt of the District's BY-LAWS and POLICY BULLETIN HANDBOOK, current as of the date of this Agreement. The District may amend the BY-LAWS and POLICY BULLETIN HANDBOOK in accordance with the terms of the BY-LAWS and need not provide the User with notice of any amendment or supply the User with revised copies of the BY-LAWS or POLICY BULLETIN HANDBOOK; the User may periodically request updated copies of the BY-LAWS and POLICY BULLETIN HANDBOOK from the District, or may access current and updated amended versions at the District's website.

Access: By virtue of this Agreement, and without the necessity for any additional permission, easement, or access document, the User grants the District and the District's officers, employees, agents, representatives, contractors, and consultants the right, but not the obligation, to construct, reconstruct, inspect, operate, maintain, repair, and improve water infrastructure on the Property as necessary to provide a water supply to the Property. In addition, the User will execute any easements necessary to grant the District and the District's officers, employees, agents, representatives, contractors, and consultants access rights on, over, under, through, and across the Property or other property owned by the User as necessary to provide water service to the Property, including any easements necessary for purposes of ingress and egress, installation, construction, reconstruction, inspection, operation, maintenance, repair, and improvements of the District's water supply system or associated appurtenances, or that may otherwise be necessary to provide water service to the Property.

Exterior Water Infrastructure: The User will procure a contractor to install and construct, at the User’s sole expense, all infrastructure improvements necessary to connect to, and distribute water from, the District’s water supply system to the curb stop on the Property (the “Exterior Water Infrastructure”); the District must approve the location of any connection before the User commences construction. The User’s contractor must be acceptable to the District and must be properly licensed and insured under North Dakota law, and the User’s contract with the User’s contractor must include a one-year warranty regarding the Exterior Water Infrastructure. Following installation and construction of the Exterior Water Infrastructure, the User will notify the District and the District will conduct an inspection; if the inspection reveals any of the Exterior Water Infrastructure is defective or is not otherwise in accordance with the District’s membership and water service guidelines, POLICY BULLETIN HANDBOOK, BY-LAWS, and rules, the User will require the User’s contractor to immediately take any and all measures necessary to remedy any defects and to otherwise properly install and construct the Exterior Water Infrastructure. Once the District concludes the User has adequately remedied any defects and has otherwise properly installed and constructed the Exterior Water Infrastructure, the one-year warranty period will commence; the User’s contractor will promptly remedy and repair any defects during the one-year warranty period. At the conclusion of the one-year warranty period, if the District concludes the Exterior Water Infrastructure is free of defects and otherwise complies with the District’s membership and water service guidelines, POLICY BULLETIN HANDBOOK, BY-LAWS, and rules, ownership of the Exterior Water Infrastructure will automatically vest in the District, without the need for any bill of sale or any other document, and the District will own, operate, and maintain the Exterior Water Infrastructure at the District’s expense.

Interior Water Infrastructure: The User will install, construct, operate, repair, maintain, and own, at the User’s sole expense, all interior and underground improvements necessary to distribute water from the curb stop to the Property, including installation and construction of individual service lines, and all other infrastructure necessary to provide and transport a water supply to the Property from the District’s curb stop (collectively, the “Interior Water Infrastructure”), all in accordance with the District’s membership and water service guidelines, POLICY BULLETIN HANDBOOK, BY-LAWS, and rules. When requested by the User for purposes of the User’s installation, construction, operation, improvement, reconstruction, repair, or maintenance of the Interior Water Infrastructure, or otherwise as requested by the User, the District will shut off the water supply to the Property. Otherwise, the District will not have any obligations or responsibilities regarding the Interior Water Infrastructure.

Rates, Fees, and Disconnections: The User will pay for water at the rates set by the District, will pay any applicable connection or installation fees, and will comply with the District’s billing procedures and policies, including late penalties. The District may disconnect the Property or otherwise discontinue water service to the Property as provided in the District’s BY-LAWS and POLICY BULLETIN HANDBOOK for any violation of this Agreement; for failure to make any payment due the District; for any unauthorized connection to the District’s water supply infrastructure; for any attempt by the User to connect or extend the User’s water service to another property or user; or for any bypassing, tampering, or unauthorized metering, as defined under Chapter 49-04.1 of the North Dakota Century Code. The User will not permit cross connection of the District’s lines or distribution system with any piping system or any other source of water.

The parties executed this agreement on this _____ day of _____, 20 ____.

SOUTHEAST WATER USERS DISTRICT

Southeast Water President

X _____
User 1

Southeast Water Secretary

X _____
User 2

EXHIBIT A

Legal Description of the Property: _____

County Parcel Number: _____

Mailing Address of the Property: _____

Billing Address: _____

Phone Number of User: _____