

STATE OF LOUISIANA  
BOSSIER PARISH

BK# \_\_\_\_\_ ACCT# \_\_\_\_\_

METR # \_\_\_\_\_

VILLAGE WATER SYSTEM, INC.  
WATER USERS AGREEMENT

This agreement, between the VILLAGE WATER SYSTEM, INC., a non—profit corporation, hereinafter called the Association, and \_\_\_\_\_ a member of the Association hereinafter called the Member.

WITNESSETH

WHEREAS, the Member desires to purchase water from the Association, and to enter into a water users agreement as required by the Bylaws of the Association.

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

The Member hereby grants the Association, its successors or assigns, a perpetual easement in, over, and under and upon the above described land with the right to erect, construct, install, and lay, and there after use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above, The width of said easement shall be not less than 10' from the road right—of—way.

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

The Member agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall purchase and install a cutoff valve and a water meter in each service. The meter and valve are the property of the Association which has exclusive right to their use. The Member will install a cutoff valve on their side of the meter for the Members use. If the Association is required to cut off or turn on the water for the Member, a charge of \$30.00 per trip will be made.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may shut off water to a Member who allows a connection or extension to be made to his 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 the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes 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 to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines served by

the Association's water lines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member is responsible for connecting his service lines to the Association's distribution system, Water charges to the Member shall commence on the date that the service is made available.

The Board of Directors shall have the authority to sell the membership of any Member in the event of nonpayment of any charges or assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Members. The proceeds of any sale of membership over and above the amount due the Association shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Association at a price determined by the Board to be the fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent Member.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, the Member agrees to forfeit his membership (deposit) fee.

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

- (1.) All charges are due upon the first day of the month: non-payment within 15 days from the due date will be subject to a penalty of 5% of the water charges.
- (2.) Non-payment for twenty-five days after due date the account becomes delinquent; the delivery of water to the delinquent member's property shall be terminated until delinquent fee of \$30.00 and payment for water charges are made. At this time, Village Water has the option to increase the membership fee for that particular member to the current membership fee amount in effect as of that date.
- (3.) Non-payment for twenty five days after delinquency date will allow the Corporation, in addition to all other rights and remedies to forfeit the Member's Membership agreement and terminate his membership.

IN WITNESS THEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in duplicate.

\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
President-Todd France

\_\_\_\_\_  
Member

Rates are set by the Board of Directors. Periodic adjustments to rates are to be expected. Current rates are:

**RESIDENTIAL**

\$26.50 Monthly minimum allowing 2,000 gallons.  
\$5.75 per 1,000 gallons thereafter.

**COMMERCIAL**

\$51.50 Monthly minimum allowing 10,000 gallons  
\$6.00 per 1,000 gallons thereafter.

**TRAILER COURT**

\$51.50 Monthly minimum allowing 10,000 gallons  
\$6.00 per 1,000 gallons thereafter.

VILLAGE WATER SYSTEMS, INC  
P.O. BOX 96  
PRINCETON, LA 71067

APPLICATION FOR WATER SERVICE

TODAY'S DATE \_\_\_\_\_ TIME \_\_\_\_\_ DATE TO TURN WATER ON \_\_\_\_\_

PART I: FOR EXISTING METER SERVICE

NAME \_\_\_\_\_ SERVICE LOCATION ADDRESS \_\_\_\_\_

MAILING ADDRESS IF DIFFERENT \_\_\_\_\_ MAILING ADDRESS CITY \_\_\_\_\_

SPOUSE \_\_\_\_\_ HOME PHONE # \_\_\_\_\_ CELL PHONE # \_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_ EMPLOYMENT PHONE NUMBER \_\_\_\_\_

EMAIL to Receive E-Bill \_\_\_\_\_ DR LIC# (INCLUDE STATE) \_\_\_\_\_

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

WATER IS FOR: (CHECK ONE) \_\_\_\_\_ RESIDENCE

\_\_\_\_\_ BUSINESS

Note: One meter is required for each residence or business. A business and a residence cannot be combined on one meter.

\_\_\_\_\_ OWN RESIDENCE \_\_\_\_\_ RENTING; if so  
Name&address of landlord below

I certify the above information to be correct. I also certify I will not make additions to or changes or permit other agencies to make additions to or changes affecting the above Information without obtaining approval from VILLAGE WATER SYSTEM, INC.

I have received and am aware of the VWS Rules and Regulations.

\_\_\_\_\_  
SIGNATURE

**PART II:**  
**FOR NEW METER INSTALLATION ONLY:**

Check if Contractor/Builder \_\_\_\_\_

METER SIZE (please check) 3/4" \_\_\_\_\_ 1" \_\_\_\_\_

OFFICE USE ONLY

ON SIDE \_\_\_\_\_ ROAD CROSSING \_\_\_\_\_ "DOTTIE" # \_\_\_\_\_