

CECILIA WATER CORPORATION

CECILIA, LA 70521

WATER USERS AGREEMENT

This agreement entered into between the CECILIA WATER CORPORATION, a non profit corporation, hereinafter called the "Association," and _____ member(s) of the Association, hereinafter called "Member."

WITNESSETH

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

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's Occupancy of the following described property; roads and highways in St. Martin Parish, Louisiana.

The Member agrees to grant to the Association, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described-lands.

The Member shall install and maintain at the member's expense a service line which shall begin at the meter and extended to the dwelling of 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 has sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water at such rates, time and place shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a deposit fee of \$_____ at the time of his or her acceptance as a member of this association which will be refundable upon his or her ceasing to be a member.

The Member also agrees to pay a membership fee of \$_____ at the time of his or her acceptance as a member of this association which will not be refundable upon his or her ceasing to be a member either voluntarily or for cause.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive rights to use such cutoff and water meter.

The Association shall have final authority 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; and may shut off water to a Member who allows a connection or extension to be made of the member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as 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 the Members, the Association must first satisfy all 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 that no other present or future source of water will be connected to any water lines served by the Association's water lines and will be disconnected from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the member's system.

In order to comply with the requirements and codes of the "Louisiana State Plumbing Code 2000 Edition (or latest edition)" (Chapter 6, Water Supply and Distribution, Appendix D, Cross-Connection Control), and the "Louisiana Department of Health and Hospitals" (Louisiana Administrative Code Title 51 Part XII, PUBLIC HEALTH /SANITARY CODE, Water Supplies), the Cecilia Water Corporation adopts the policy referred to as the "Cross-Connection Control Policy". The purpose of this "Cross-Connection Control Policy" is to specify the procedures, processes and protocols that will be utilized by the Cecilia Water Corporation to comply with the requirements of "Sanitary Codes of the State of Louisiana". This "Cross-Connection Control Policy" reflects the current operations of the water system at this time. The "Cross-Connection Control Policy" shall be updated, as needed, to reflect any changes in the "Sanitary Codes of the State of Louisiana", water system service area, personnel, and/or financial considerations, etc. in order to insure continued compliance with requirements of the "Sanitary Codes of the State of Louisiana".

The Member shall connect the service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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

1. Nonpayment within ten days from the due date will be subject to a penalty of a ten percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property.
3. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

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

ATTEST:

BY:

CECILIA WATER CORPORATION

President

Applicant

Owner (If Applicable)