

**CLARK RURAL WATER SYSTEM, INC**  
**WATER USER'S AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between CLARK. RURAL WATER SYSTEM, INC. of Clark, South Dakota (hereinafter  
called Corporation), and \_\_\_\_\_ of \_\_\_\_\_,  
South Dakota, (hereinafter called Member,), witnesses:

WHEREAS the Corporation is organized for the purpose of acquiring, constructing,  
maintaining and operating a system for the diversion, supply, storage and distribution of water to its  
members for domestic or commercial purposes within the area served by the Corporation, and

WHEREAS, the member desires to purchase water for domestic, farm and other purposes from  
the Corporation and to enter into a Water User's Agreement pertaining thereto, now therefore, in  
consideration of the mutual covenants, promises and agreements herein contained, IT IS HEREBY  
UNDERSTOOD AND AGREED as follows, to-wit:

The corporation shall furnish to the member, subject to the limitations hereinafter provided  
for, such quantity of water for domestic, farm and other purposes, as the member shall desire in  
connection with his occupancy of the following described property, located in  
section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_ of \_\_\_\_\_ County, South Dakota.

1. In consideration therefore, the member agrees to apply to the corporation for a membership  
and agrees to pay a membership fee and a meter deposit fee, both as established from time to  
time by the Board of Directors and which fee shall be due and payable upon the execution of this  
instrument. A membership fee may be refundable in whole or in part upon a uniform policy to be  
adopted by the Board of Directors, when a member in good standing moves from the water  
service location, but meter deposit fees shall not be refundable, except upon such conditions as  
shall be determined by the Board of Directors. No adjustments in the membership fees or meter  
deposit fees made by the Board of Directors shall be applicable to existing members on the system  
for existing services. Except as to refunds of membership fees to members moving from water  
service location, refunds of membership shall be subject to such uniform policies as may from  
time to time be adopted by the Board of Directors.
2. Payment of the membership fee and meter deposit fee shall entitle a member to one metered  
water service. Members desiring additional metered services shall be required to pay an  
additional fee equal to the amounts of the meter deposit fee for each additional metered service  
at the rate then in force.



3. The Corporation shall, for original and stand-by members, install and, for all members, maintain at its own expense, a service line which shall begin at the main line and extend to the dwelling or meter pit provided that necessary easement can be readily procured without the necessity of condemnation proceedings.
4. The member service line shall connect with the distribution main line of the Corporation's system at the nearest place of desired use by the Member provided that the Corporation has determined in advance that the Corporation's water line is of sufficient capacity to permit delivery of water at that point.
5. The member hereby agrees to grant or convey or shall cause to be granted or conveyed to the Corporation, its successors or 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, 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 purposes mentioned above.
6. Where a Member is a non-landowner, this Agreement shall not become effective and binding upon the parties hereto, unless and until this Agreement and the terms and conditions hereof is approved, consented to and signed by the landowner, and any easements deemed necessary by the corporation have been properly executed by the landowner.
7. Duly authorized agents of the Corporation shall be permitted access; at all reasonable hours, to the premises of the Member for the purpose of installing or removing the Corporation's property, inspecting piping, reading, or testing meters or for any other purpose in connection with the Corporation's service and facilities.
8. The Member shall pay for such water at such rates and at such time and place as shall be determined by the Corporation.
9. The Corporation may purchase and install a cutoff valve and may also include a water meter in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the member and the corporation, on the Corporation's water lines. The Corporation shall have the exclusive right to use such cutoff valve and water meter and to turn it on and off.
10. The jurisdiction of the corporation shall be exclusive and its decision final as to any question of location of any service line connection to or easements for its distribution system, as well as the allocation of water to members in the event of a water shortage. The Corporation shall so have the right to shut off the water to any member who makes or permits an unauthorized use of said water, including connections or extensions to such members' service line for the purpose of supplying water to another user, whether with or without consideration, the resale of any water purchased from the Corporation and any physical connection between any private water source and the water lines of the Corporation's system. Violation of the foregoing shall constitute grounds for permanent disconnection of a member's service, and authorization for what would otherwise be an unauthorized use of said water must be obtained from the Corporation in writing prior to the commencement of any such use.



11. The Member agrees to connect his water line to the Corporation's distribution lines within thirty (30) days of the day he is notified in writing that the Corporation's distribution water lines have been pressurized in the area his premises are located and the Member further agrees to pay to the Corporation the minimum charge as established by the retail water rates of the Corporation regardless of whether he has installed his water line or uses water, said charges to commence upon the termination of the thirty (30) day period and continue for a period not less than five (5) years from and after the commencement of that period of time.
12. The Member hereby agrees to pay to the Corporation for the water purchased by him an amount to be established by a schedule of rates to be adopted by the Board of Directors of the Corporation and as same shall be modified from time to time. The Corporation agrees that its charges and a schedule of rates for the sale of the water shall be reasonable and premised upon the goal to provide to the member all the water he shall require at the lowest possible cost, within the limitations of the system.
13. The Member understands and agrees that, in the event he shall fail to pay his water charges and water bills when the same become due, he will then be subject to such penalties and impositions as the Corporation, acting through its Board of Directors, shall determine from time to time to be necessary for the collection of delinquent accounts, including, but not limited to, the imposition of late charges and penalties, the suspension of water service and the termination of the membership.
14. It is further understood and agreed that said Board of Directors is authorized to determine by resolution from time to time what constitutes a delinquent bill or account, and, in addition to any other rights and remedies available, to terminate the member whose account is delinquent. In the event a membership is terminated, the former Member shall not be entitled to receive, nor the Corporation obligated to supply, any further water under this Agreement.
15. Payments due any member from the Corporation, pursuant to this agreement or otherwise shall, at the option of said Board of Directors, be applied to the payment of any indebtedness owed the Corporation by such member.
16. In the event it becomes necessary for the Corporation to shut off the water from any member's property, a fee to be determined by said Board of Directors shall be charged for a reconnection of the service, and no reconnection shall be made in any event until any unpaid water charges and water bills, including late charges and penalties, have been paid in full.
17. In the event the Corporation is unable to furnish services contracted for herein, then and in that event, all payments made to the Corporation pursuant to the terms thereof, excluding the good intention fees, and less any organizational expense to be prorated to the Member by the Board of Directors shall be refunded to the Member in proportion to the contribution made.
18. It is understood and agreed that no person, firm, corporation or association shall be entitled to water service from the Corporation, its successors or assigns, unless they shall become a

Member under and pursuant to the terms hereof. This shall not prevent the Corporation, its successors, or assignors from contracting with and selling water to municipalities and other political subdivisions pursuant to wholesale water agreements to be separately negotiated and agreed upon by the Corporation and the municipality or political subdivision.

19. The member agrees to comply with the Articles of Incorporation of the Corporation and any By-laws, rules or regulations adopted by the Corporation.
20. Unless otherwise specifically provided, the following terms used in this Agreement shall have the following meanings, to-wit:

Landowner - that person, firm, corporation or association holding fee title to the real estate as indicated by the records of the Register of Deeds in the County wherein said real estate is located. In situations where the title to land is subject to a Contract for Deed, landowners shall include both grantors and grantees named in said Contract for Deed.

Corporation - Corporation shall mean the Clark Rural Water System, Inc., its successors, or assignors.

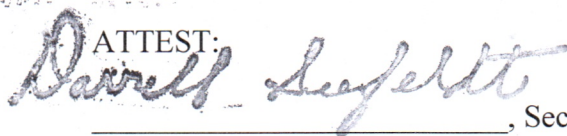
IN WITNESS WHEREOF, we have hereunto executed this Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CLARK RURAL WATER SYSTEM, INC.



\_\_\_\_\_, President

ATTEST:



\_\_\_\_\_, Secretary

MEMBER:

\_\_\_\_\_



I the landowner, being other than the member specified in the foregoing agreement, do hereby certify that I have read the terms and conditions of said agreement, and I concur and agree to be bound by the same with the understanding that this does not make me liable for any unpaid water fees or other obligations incurred by the member pursuant to this agreement. I further agree to grant or convey to the Corporation, its successors or 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, 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 purposes mentioned above.

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Landowner

#### CERTIFICATE OF MEMBERSHIP

CLARK RURAL WATER SYSTEM, INC. does hereby certify that \_\_\_\_\_ has paid membership and is a Member in good standing of CLARK RURAL WATER SYSTEM, INC. subject to the rules, policies, Articles of Incorporation and By-Laws of said Corporation, and is entitled to one (1) vote at any meeting of general membership thereof.

CLARK RURAL WATER SYSTEM,

By:

Steve Quinn

President

Darrell Siegfelt

Secretary

(SEAL)

### RACE AND ETHNICITY DATA COLLECTION

Title VI of the Civil Rights Acts of 1964 requires "Race and Ethnic" data collection from beneficiaries of federally assisted programs. Please note "Disclosure Clause" below:

**"The following information is requested by the federal government for certain types of loans and grants in order to monitor compliance with Federal Civil Rights laws prohibiting discrimination against applicants seeking to participate in the program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluation of your application, and the law requires that a program recipient may neither discriminate based on this information nor on whether you choose to furnish it. However, if you choose not to furnish it, under federal regulations, this program representative is required to note race/ethnicity based on visual observation or surname."**

If you do not wish to provide the information, please check the box below:

☐ I do not wish to furnish this information

Ethnicity: (Mark only one)

☐ Hispanic or Latino

☐ Not Hispanic or Latino

Race: (Mark only one)

☐ American Indian/Alaskan Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

☐ White

Gender:

\_\_\_\_\_ Male      \_\_\_\_\_ Female

\_\_\_\_\_ Information provided by Management

## Contact information

Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_