

Sunflower Utility Association, Inc.

WATER USERS AGREEMENT

Application Date _____

I, (Signature of Applicant), hereby make application to Sunflower, (hereinafter called the Utility) for water service.

Witnesseth

In consideration of the Utility providing water service to me, I agree:

1. To pay all necessary installation and /or connection charges as required by the Utility for water service, which may include a refundable security deposit.
2. To install and maintain at my expense all necessary service lines, plumbing and fixtures to enable the property owned by me to be connected to the Utility's water meter.
3. To pay all monthly charges beginning with the first complete billing cycle after water service has been established at the Utility's water meter on my property. I understand that regardless of whether or not I have installed the necessary service line or have consumed any water; I will still be required to pay the necessary monthly minimum established by the Utility. I further understand that if I do not receive a statement of current monthly charges it is my responsibility to contact the Utility during normal business hours to arrange payment and the fact that I have not received a water statement does not waive my responsibility to pay those charges or any late assessments or service charges that result for my failure to remit the proper payment when it is due.
4. To use the water in accordance with the rules and regulations established in the Utility's Bylaws and Amendments which includes prohibiting me from connecting or allowing the connection of other residential dwellings or businesses to my water service.
5. To properly notify the Utility when I change mailing addresses, if I relinquish control of my property, or for any other reason to request that water service to my property be terminated.
6. To grant the Utility, its successors and assigns, a perpetual easement in, over, under and around my property with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities together with the right to utilize adjoining lands belonging to the me for the purpose to ingress to and egress from the Utility's easement.
7. To follow the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.
8. To always allow unrestricted access to water meters. This includes, but is not limited to, fence location and accommodations for pets and livestock.
9. To have the meter placed in the vicinity of the mailbox/driveway.
10. To pay for all water that goes through the meter based on meter readings.

In consideration of my payment of all charges necessary for the installation and /or connection of water, the Utility agrees:

1. To make every effort to provide a continuous supply of safe potable water to me. I understand that at times due to equipment or power failures, water main breaks, weather related damage, and other unpreventable circumstances the supply of water to my property may be interrupted. I understand that a guarantee of an uninterrupted supply of water can not be granted by any water utility including Sunflower and that if my residence or business requires a continuous supply, then it is my responsibility to install at my expense the necessary equipment to provide an alternate water supply. I further understand that I am required by law to notify the Utility of my intention to connect an alternate supply and that the Utility is required by law to inspect the supply to ensure that I have included the required backflow devices to prevent possible contamination to the Utility's water distribution system.
2. To charge me each month the established minimum charge plus applicable rates according to the actual flow usage registered on the Utility's water meter and recorded monthly by the Utility. I understand that at times inclement weather may prevent the reading of the water meter on my property and that the Utility may use an estimated charge based upon my historical consumption and that such estimations are provided by law but restricted by the fact that actual readings must be recorded the month preceding and the month following the estimation and that I must be notified that the charges are based upon usage estimates.
3. To notify me of any changes in rates, policies, or amendments to the bylaws of the Utility

Office Use Only		Property Owner: _____	
Amount Received:	\$ _____	Renter:	_____
Retainable Charges:	\$ _____	Mailing Address:	_____
Membership:	\$ _____	Service Address (E-911):	_____
Refundable Deposit:	\$ _____	City/State/Zip:	_____
Date Funds Deposited:	/ /	Telephone (Home): _____ Telephone (Work): _____	
Received By:	_____	Drivers License #: _____ State: _____	
Taxable or Tax Exempt	_____	Social Security Number: _____	
Applicable Rate Table	_____	e-mail: _____	

Required Fees

- | | |
|------------|---|
| \$ 150.00 | Security Deposit: (Refundable upon Termination of Services Renter & Mobile Home) |
| \$ 25.00 | Membership Fee:(Non-Refundable Contributed Capital) |
| \$1,300.00 | ¾" Water Tap Fee (Non-Refundable Materials and Labor Costs of Installing Service) |
| \$1,550.00 | 1" Water Tap Fee (Non-Refundable Materials and Labor Costs of Installing Service) |
| \$ 25.00 | Connection Fee: (Non-Refundable Labor Costs for Unlocking Existing Meter Base) |
| \$1,100.00 | Road Crossing Fee |
| \$ 500.00 | Crossing Hiking/Biking Trail plus \$1,100.00 for regular road crossing |

Prices are subject to change without notice.

NOTICE: NON-RESIDENTIAL CUSTOMERS ARE SUBJECT TO 7% SALES TAX