

**MORGAN COUNTY RURAL WATER CORPORATION
MEMBERSHIP AGREEMENT**

THIS AGREEMENT IS ENTERED INTO ON THE DATE HEREINAFTER INDICATED, BETWEEN MORGAN COUNTY RURAL WATER CORPORATION ("MCRW"), AND _____, A MEMBER OF MCRW ("MEMBER").

WHEREAS, MEMBER DESIRES TO PURCHASE WATER FROM MCRW AND TO ENTER INTO THIS AGREEMENT AS REQUIRED BY THE BYLAWS, RULES, AND POLICIES OF MCRW.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, AND SUBJECT TO THE BYLAWS, RULES, AND POLICIES OF MCRW, MEMBER AND MCRW AGREE AS FOLLOWS:

1. MCRW AGREES TO FURNISH, SUBJECT TO THE LIMITATIONS OF MCRW'S WATER DISTRIBUTION SYSTEM (INCLUDING WITHOUT LIMITATION, DISRUPTIONS DUE TO MAINTENANCE, REPAIRS, MAIN BREAKS, AND OTHER CAUSES) AND THE TERMS AND CONDITIONS HEREIN PROVIDED, SUCH QUANTITY OF WATER AS MEMBER MAY DESIRE IN CONNECTION WITH MEMBER'S **PROPERTY SITUATED AT (THE "PROPERTY")**:

2. MEMBER SHALL CONNECT THE PROPERTY TO MCRW'S WATER DISTRIBUTION SYSTEM AND BEGIN PAYING FOR SUCH WATER AT THE APPLICABLE RATES AND CHARGES, AND AT THE TIME AND PLACE DETERMINED BY MCRW, BUT NO LATER THAN NINE (9) MONTHS AFTER THE CREATION OF THE SERVICE TAP TO THE PROPERTY.
3. MCRW SHALL PROVIDE AND INSTALL A METER PIT, METER PIT COVER, METER SETTER WITH A CUT-OFF VALVE, AND METER AT EACH SERVICE. THE METER PIT SHALL BE INSTALLED AS NEAR AS POSSIBLE TO THE WATER MAIN BUT ON MEMBER'S PROPERTY AND AS NEAR AS IS FEASIBLE TO THE POINT OF DESIRED USE BY MEMBER. THE LOCATION OF THE METER PIT SHALL BE SUCH THAT SURFACE WATER WILL NOT RUN INTO THE PIT, AND AWAY FROM ANY SHRUBBERY THAT MIGHT INTERFERE WITH THE READING OF THE METER. **MCRW SHALL RETAIN OWNERSHIP OF THE METER AND APPURTENANCES AND SHALL HAVE THE EXCLUSIVE RIGHT TO USE THE SHUT-OFF VALVE AND TO TURN IT ON AND OFF.** MCRW SHALL MAKE THE FINAL DECISION IN ANY QUESTION OF THE LOCATION OF ANY SERVICE CONNECTED TO ITS DISTRIBUTION SYSTEM.
4. IN THE EVENT OF A WATER SHORTAGE, MCRW SHALL DETERMINE THE ALLOCATION OF WATER TO THE PROPERTY.
5. MEMBER SHALL INSTALL AND MAINTAIN AT MEMBER'S OWN EXPENSE, A SERVICE LINE FROM THE STUB PIPE OUTSIDE THE METER PIT TO THE POINT OF USE ON THE PROPERTY. MEMBER SHALL BE RESPONSIBLE FOR ANY DAMAGE MEMBER CAUSES TO MCRW EQUIPMENT INSTALLED ON MEMBER'S PROPERTY.
6. MEMBER AGREES TO **CONNECT ONLY ONE PLACE OF RESIDENCE OR BUSINESS TO MEMBER'S SERVICE LINE.** AN RV OR MOBILE HOME SHALL CONSTITUTE A SECOND RESIDENCE.
7. MEMBER AGREES TO **MAINTAIN FREE AND UNOBSTRUCTED ACCESS** TO THE METER PIT AND BETWEEN THE METER PIT AND THE ROAD OR STREET.
8. MEMBER AGREES **NOT TO PLANT TREES, ANNUAL PLANTS OR SHRUBS** THAT MIGHT INTERFERE WITH THE READING OF THE METER.
9. MEMBER AGREES THERE **SHALL BE NO PHYSICAL CONNECTION BETWEEN A PIPE CONNECTED TO MCRW'S DISTRIBUTION SYSTEM AND ANY OTHER SOURCE OF WATER.** THIS MEANS THERE SHALL BE NO SYSTEM OF VALVES BY WHICH MEMBER CAN SWITCH BACK AND FORTH BETWEEN A WELL OR CISTERN AND THE MCRW SUPPLY. IF MCRW FINDS SUCH A SYSTEM THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REQUIRES US TO REMOVE THE METER IMMEDIATELY.
10. MEMBER AGREES TO COMPLY WITH AND BE BOUND BY THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE CORPORATION AND SUCH LAWFUL RESOLUTIONS, RULES, REGULATIONS, AND POLICIES AS MAY BE ADOPTED FROM TIME TO TIME BY THE BOARD OF DIRECTORS.
11. MEMBER AGREES THAT A FAILURE TO PAY WATER CHARGES, OR FAILURE TO COMPLY WITH THE BYLAWS AND RULES, AND POLICIES OF MCRW, SHALL RESULT IN THE IMPOSITION OF SUCH PENALTIES AND INTERRUPTION OR TERMINATION OF WATER SERVICES AS PROVIDED IN THE BYLAWS AND RULES AND POLICIES OF MCRW.
12. MEMBER AGREES TO SIGN AND PROVIDE TO MCRW, AT NO COST TO MCRW, SUCH INSTRUMENTS TO GRANT, EXPAND, OR RELOCATE EASEMENTS ACROSS PROPERTY OWNED BY MEMBER, AS ARE NEEDED FROM TIME TO TIME TO FACILITATE THE OPERATIONS OF MCRW, IN THE FORM PRESCRIBED BY MCRW, PROVIDED THAT THE NEW, EXPANDED, OR RELOCATED EASEMENT WILL NOT UNREASONABLY INTERFERE WITH MEMBER'S USE OF MEMBER'S PROPERTY.
13. MEMBER UNDERSTANDS AND AGREES THAT THE MEMBERSHIP FEE PAID BY MEMBER SHALL NOT BEAR INTEREST.

14. BY SIGNING BELOW MEMBER REPRESENTS THAT HE OR SHE HAS FULL AND UNCONDITIONAL AUTHORITY TO EXECUTE THIS AGREEMENT.
15. MEMBER UNDERSTANDS AND AGREES THAT: ONLY LEGAL TITLEHOLDERS OF PROPERTY SERVED OR TO BE SERVED ARE ELIGIBLE TO BE A MEMBER; TENANTS, CONTRACT PURCHASERS, AND OTHER NON-TITLEHOLDER USERS MAY NOT BE MEMBERS; ALL BILLING STATEMENTS FOR WATER USAGE WILL BE SENT ONLY TO THE MEMBER WHO IS THE TITLEHOLDER OF THE PROPERTY SERVED; ONLY THE MEMBER IS RESPONSIBLE FOR PAYMENT OF THE WATER BILL; AND IF PAYMENT IS NOT RECEIVED, ONLY THE MEMBER WILL BE SENT PRIOR NOTICE OF A DISCONNECTION.
16. MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT IF MARRIED AT THE TIME OF EXECUTION OF THIS AGREEMENT, SERVICE CANNOT BE TERMINATED WITHOUT THE KNOWLEDGE AND WRITTEN AGREEMENT OF BOTH PARTIES.
17. MCRW IS AN EQUAL OPPORTUNITY PROVIDER.
18. ALTHOUGH MCRW MAY ALLOW ITS WATER TO BE USED FOR FIRE PROTECTION, MEMBER UNDERSTANDS, AGREES, AND EXPRESSLY ACKNOWLEDGES THAT MCRW'S WATER SYSTEM IS NOT DESIGNED FOR OR OPERATED TO PROVIDE WATER FOR FIRE PROTECTION, AND MEMBER WAIVES, RELEASES, AND FOREVER DISCHARGES MCRW, AND EACH OF ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSIONS AND ASSIGNS, OR ANY OTHER MCRW AFFILIATED PERSON OR ENTITY, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, OBLIGATIONS, AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, CLAIMS, SUITS, OR ACTIONS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS, THAT MEMBER AND/OR MEMBER'S CHILDREN, SPOUSE, INVITEES, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS MAY HEREAFTER ASSERT, ARISING OUT OF OR RELATING TO MCRW NOT PROVIDING AN ADEQUATE SUPPLY OF WATER FOR FIRE PROTECTION.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT THE X OF _____ 20_____.

MEMBER/MEMBERS

Signature _____ Printed _____
 Signature _____ Printed _____

MORGAN COUNTY RURAL WATER CORPORATION

Signature _____ Printed _____
 MCRW Authorized Representative

ACCOUNT # _____
 LOCATION # _____