

ACCT. # _____

MORGAN COUNTY RURAL WATER CORPORATION
MEMBERSHIP AGREEMENT

THIS AGREEMENT ENTERED INTO THE DAY AND DATE HEREINAFTER INDICATED, BETWEEN THE MORGAN COUNTY RURAL WATER CORPORATION (MCRW), HEREINAFTER CALLED THE COMPANY, AND _____, A MEMBER OF THE COMPANY, HEREINAFTER CALLED THE MEMBER, WITNESSTH:

WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FROM THE COMPANY AND TO ENTER INTO A WATER USER'S AGREEMENT AS REQUIRED BY THE BY-LAWS AND RULES AND REGULATIONS OF THE COMPANY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND SAID AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO CONTRACT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. THE COMPANY SHALL FURNISH, SUBJECT TO THE LIMITATIONS HEREINAFTER PROVIDED FOR, SUCH A QUANTITY OF WATER AS THE MEMBER MAY DESIRE IN CONNECTION WITH HIS OCCUPANCY OF **PROPERTY SITUATED AT:** _____
2. THE MEMBER SHALL PAY FOR SUCH WATER AT SUCH RATES, TIME AND PLACE AS SHALL BE DETERMINED BY THE COMPANY.
3. THE COMPANY SHALL PURCHASE 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 NOT ON THE MEMBERS PROPERTY AND AS NEAR AS IS FEASIBLE TO THE POINT OF DESIRED USE BY THE 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. **THE COMPANY 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.**
4. THE COMPANY SHALL HAVE THE FINAL JURISDICTION IN ANY QUESTION OF THE LOCATION OF ANY SERVICE CONNECTED TO ITS DISTRIBUTION SYSTEM. THE COMPNATY SHALL DETERMINE THE ALLOCATION OF WATER TO THE MEMBER IN THE EVENT OF A WATER SHORTAGE.
5. THE MEMBER SHALL INSTALL AND MAINTAIN AT HIS OWN EXPENSE A SERVICE LINE FROM THE STUB PIPE OUTSIDE THE METER PIT TO THE POINT OF USE ON HIS PROPERTY. THE MEMBER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO COMPANY EQUIPMENT INSTALLED ON HIS PROPERTY.
6. THE MEMBER AGREES TO **CONNECT ONLY ONE PLACE OF RESIDENCE OR BUSINESS TO HIS SERVICE LINE.** AN RV OR MOBILE HOME SHALL CONSTITUTE A SECOND RESIDENCE.
7. THE MEMBER AGREES TO **MAINTAIN FREE AND UNOBSTRUCTED ACCESS** BETWEEN THE METER PIT AND THE ROAD OR STREET.
8. THE MEMBER AGREES **NOT TO PLANT TREES, ANNUAL PLANTS OR SHRUBS** WHICH MIGHT INTERFERE WITH THE READING OF THE METER.
9. THE MEMBER AGREES THERE **SHALL BE NO PHYSICAL CONNECTION BETWEEN A PIPE CONNECTED TO THE COMPANY'S DISTRIBUTION SYSTEM AND ANY OTHER SOURCE OF WATER.** THIS MEANS THERE SHALL BE NO SYSTEM OF VALVES BY WHICH THE MEMBER CAN SWITCH BACK AND FORTH BETWEEN A WELL OR CISTERN AND THE COMPANY SUPPLY. IF THE COMPANY FINDS SUCH A SYSTEM THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT REQUIRES US TO REMOVE THE METER IMMEDIATELY.
10. THE MEMBER AGREES THAT A FAILURE TO PAY WATER CHARGES SHALL RESULT IN THE IMPOSITION OF SUCH PENALTIES AND INTERRUPTION OR TERMINATION OF WATER SERVICES AS PROVIDED IN THE BY-LAWS AND RULES AND REGULATIONS OF THE COMPANY.
11. **THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.**

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

MORGAN COUNTY RURAL WATER CORPORATION

Signature _____ Printed _____

Signature _____ Printed _____

MEMBER/MEMBERS