

APPLICATION / WATER SERVICE AGREEMENT

RURAL WATER DISTRICT NO. 2, CASS COUNTY, NEBRASKA, P.O. BOX 195, ELMWOOD, NE 68349
PHONE 402-994-2555

The undersigned, being the owner of land located within the boundaries of Rural Water District No. 2, Cass County, Nebraska hereby makes application for water service. The applicant agrees to pay engineering fees associated with a feasibility study by the District's Engineer. If it is then determined that water is available by said District, the undersigned agrees to the following terms and conditions:

1. Purchase a benefit unit for water service at the current unit price of \$ _____ for each standard sized unit which is a 5/8" x 3/4" meter. All larger than standard sized units will be negotiated between the Board of Directors of the Water District and the applicant. Payment of the benefit unit must accompany this application. Upon acceptance of the applicant as a user of the District, said consideration shall in no event and under no circumstances be refunded to the subscriber. If the undersigned is not accepted as a user of the District, said consideration shall be refunded less any expenses incurred by the District to determine the feasibility of service to the undersigned.
2. **Pay a minimum monthly charge** for each water service and pay for additional water used at the rate set out in the Rate Schedule as adopted or later amended by the Board of Directors of the District. Payment of said charges to start on the date the undersigned connects service to the District's distribution system or no later than 30 days from the date that written notice by the District to the undersigned that water service is available for the undersigned's use.
3. **The failure to make use of the water provided by the District in violation of the District's Bylaws or Rules and Regulations**, shall be grounds for cancellation of the Participating Member's water benefit unit as determined by the Board of Directors. In the event of cancellation, the Water Benefit Unit shall not be terminated sooner than thirty day (30) following written notice of Cancellation given by the District to the Participation Member. By District Rule and Regulation, a Water Benefit Unit will be subject to cancellation if the residence or business served by the Water Benefit Unit is not constructed within two (2) years following approval of said Water Benefit Unit..
4. **Water users will be mailed paper or emailed billings at the end of each month and shall remit payment of the month's water bill no later than the 5th day of the following month.** Bills not paid by the 15th of the month shall be subject to a late fee as provided under the District's Rules and Regulations.
5. **The water service supplied by the District shall be for the sole use of the undersigned;** the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another nor will he resell or submeter water to any other customer. Each meter service shall supply water to only one residence or business establishment located on land within the District.
6. **The undersigned acknowledges that he or she shall grant a right of way easement to the District** for water lines and necessary appurtenant facilities in, over, under, and upon the below described land, granting 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 land belonging to the subscriber for the purpose of ingress to and egress from the below described property.
7. If, after water service is made available, the same is discontinued or disconnected for any reason, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the District. **In no event shall the unit price be refunded after disconnection.**
8. **Cross connections shall not be permitted**, nor shall there be any physical connection between any private water system and the water system of the District. There shall be no physical connection between any holding tank or reservoir intended for non-potable liquid, unless such connection is protected by a back-flow prevention device approved by the State Health Department. Representatives of the District shall have the right at all reasonable hours to enter upon the consumer's premises for the purpose of inspection and enforcement of these provisions. Violation of these provisions shall constitute reason for disconnection for the consumer's service.

9. The laws of the State of Nebraska, the Bylaws of the District and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.

10. If this is for a new service list the tract to which the benefit unit is to be assigned is specifically described as follows:
Legal description and or show on diagram on back. County _____

Section_____Twp._____Range_____Block#_____Lot#_____Subdivision_____

PROPERTY ADDRESS: _____

11. Applicant's Water Needs:

Number Persons _____ Livestock (type) _____ Number _____

(Dairy Cattle, Hogs, Horses, Sheep, Poultry, Other)

I expect to obtain _____% of my daily water requirements from the Rural Water System.

_____ Applicant Signature _____

Date _____

Applicant Signature _____

Mailing Address _____

Additional information:

Home Phone: _____ Cellular Phone: _____

Work Phone: _____ Spouse Work Phone: _____

Email Address: _____ Preferred Emergency Contact _____