

CHRISTIAN COUNTY WATER DISTRICT CONTRACT FOR WATER SERVICE

PLUMBING PERMIT # _____
(HOMEOWNER, PLUMBER, FARM EXEMPT)

This **CONTRACT** is made and entered into this Day _____ of _____, 20__ between _____ whose address is _____

(Hereinafter "**CUSTOMER**"), and the Christian County Water District, P O Box 7, Hopkinsville, KY 42241-0007, (Hereinafter "**CCWD**")

WITNESSETH:

The **Customer** hereby agrees to connect to the **CCWD'S** Water System. The Tap-on fee of **CCWD'S** Water System is \$_____.

1. It is understood and agreed upon that **CCWD** reserves the right to determine the size of the service connection to be used to supply water to the **CUSTOMER**. A _____" meter will be used unless the **CUSTOMER** contracts for a larger meter. **A SEPARATE METER MUST BE INSTALLED FOR EACH RESIDENCE.**
2. **CUSTOMER** agrees to purchase water from **CCWD** and **CCWD** agrees to furnish water to the **CUSTOMER**. **CUSTOMER** further agrees to pay a monthly water rate based upon the amount of water used, or **pay a minimum bill until said water is used**. Said rate shall be approved by the Kentucky Public Service Commission. Deposits to insure payment of monthly water bills and penalties on delinquent water accounts shall be as the **CCWD** may hereafter prescribe.
3. **CUSTOMER** rights hereunder are subject to such further rules and regulations as the **CCWD** may prescribe. **CCWD** may terminate service to any customer failing to pay a water bill when thirty (30) days past due or for violating **CCWD** regulations.
4. **CUSTOMER** understands that they are to pay their net water bills on or before the due date each month, and that a ten (10%) per cent late charge will be added for all bills not paid by that due date each month. It is further understood that late payments may not be reflected in the billing, and failure to receive bills will not avoid payment on the part of **CUSTOMER**. It is further agreed that all past due bills are subject to collection and trip fee charges paid in full before service is restored, in the event the service is terminated due to failure to pay water bill within thirty (30) days past due, or for violations of **CCWD** regulations. It is further understood that **CUSTOMER** shall be required to pay all charges incurred by **CCWD**, which includes a reasonable, approved reconnection fee in the event service has been terminated for lack of payment.
5. **CUSTOMER** further agrees to grant bargain, sell, transfer and convey unto **CCWD**, its successors or assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line over, across and through the lands of the **CUSTOMER** situated in Christian County, KY. and further to grant unto **CCWD** the right of ingress and egress for these purposes over **CUSTOMER** property.
6. It is understood and agreed that maintenance of the water line from the meter to **CUSTOMER'S** residence, or other building served by the waterline, shall be the sole responsibility of **CUSTOMER**. It is also understood that when **CUSTOMER** requests the water service to begin for the benefit of **CUSTOMER**, they must have all valves or fixtures turned off, and **CCWD** is not responsible for water damage caused by open valves or fixtures.
7. Effective November 2, 2006, no **CUSTOMER** shall connect more than one structure to a water meter for water service. For structures that **CCWD** served prior to November 2, 2006, in which two or more tenants or occupants (of different rental units) of property, including duplexes, apartment houses, mobile home parks, trailer parks, or other multi-unit premises, are served through a single water meter, the rates and charges shall be computed by dividing the number of gallons of water registered by such single meter by the number of units being served by such meter and then applying the result thus obtained to the water rate schedule. This amount shall then be multiplied by the total number of units to arrive at the monthly bill. The customer on record shall be responsible for paying the total monthly water bill. In no event shall the monthly bill applicable to each unit be less than the minimum water rate set forth in **CCWD's** filed rate schedules.
8. **CUSTOMER** agrees that no other present or future sources of water will be connected to any water line served by **CCWD** and will disconnect from their present water supply prior to connecting to and switching to the **CCWD** system, and shall eliminate their present or future cross connections in their system.

9. **CUSTOMER** agrees to have their hot water system inspected by a certified inspector or a representative of the state to determine if a thermal expansion unit is required and shall install said unit at their own expense. **CUSTOMER** does realize that a faulty hot water heater may damage the system and explosion of the tank could occur in some instances and possibilities could exist and may occur from a malfunction hot water system. Therefore, **CCWD** may install at its own digression pressure reducing valves or check valves for the protection of other **CCWD'S** customers.

10. Leak Adjustments: **CUSTOMER** may make a request for a bill adjustment in the event of a leak under the following conditions.

1. The customer must request a leak adjustment in writing to the utility and must provide evidence in the form of an affidavit or of written invoices that reflect repairs on the customer's service line.

2. The customer's bill will be based on two components: cost of average monthly usage billed at general service rates, and cost of excess water usage billed at \$_____ per 1,000 gallons. The cost of average monthly usage will be determined by calculating the customer's average monthly usage over a twelve month period. The customer will be billed for this usage at the utility's general service rates. Excess water usage is determined by subtracting average monthly usage from the total water usage indicated on the meter. This excess usage is billed at \$_____ per 1,000 gallons. The customer's bill will be the sum of the cost of average monthly usage and the cost of excess usage. All water passing through the meter must be accounted for and paid for by the customer.

3. If meter readings are not available for an entire twelve month period, the water bill will be estimated by the utility, subject to an upward or downward adjustment once a twelve month average of actual meter readings can be calculated.

4. A customer is permitted only one (1) leak adjustment for a twelve month period.

CUSTOMER_____

CUSTOMER_____

WITNESSED BY_____