

# **PUBLIC WATER SUPPLY DISTRICT NO. 3 OF JOHNSON CO. LANDLORD / PROPERTY MANAGER WATER USER AGREEMENT**

**106 SE 421 RD  
WARRENSBURG, MO. 64093  
E-mail: admin@pwsd3.com**

**Voice: 660- 429-2494**

The undersigned, being the landlord and/or manager of property located within the Public Water Supply District, hereby makes application to said district for one water service connection, and if water service is made available by said district, agrees to the following.

1: Prior to initiation of any service to Applicant by District, Applicant shall deposit with the District the sum amount as prescribed by the Board to insure payment for water supplied to the Applicant. Said deposit shall not bear interest, and shall be held until Applicant request that water service be discontinued. The deposit shall be applied to payment of Applicant's final bill. Any funds not so used to be returned to Applicant. In the event, the final bill exceeds the deposit amount the Applicant will be required to pay the District the additional amount.

2: Pay a minimum monthly meter charge for water for the water service connection from the time service is made available at the meter and pay for additional water used at the rate set out in the schedule adopted by the Board of Directors. Any changes made in the minimum charge and rate schedule by the Board of Directors shall become a part of this agreement as though fully set out herein. Locked off meters will not incur a monthly charge.

3: The District shall read the water meters. The payment of your water bill will be due the 15th of the month. Payments made after the 15th will be charged a late fee of \$10.00. Failure to receive a bill does not negate your obligation to pay the bill by the 15<sup>th</sup>. When bills are not paid by the 1st of the following month, service may be disconnected without further notice. There will be a service fee charged at the current posted rate. If after business hours, the after hour service fee will be applied at the current posted rate.

4: Each meter service shall supply water to only one residence or business establishment located on land within the district. The undersigned agrees that he/she will not extend or permit the extension of water lines to serve or to share water to other households or properties.

5: If after water service is made available, the same is discontinued or disconnected for any purpose, pursuant to the by-laws and rules and regulations of the District, reconnection shall be upon the conditions set out in the by-laws and the rules and regulations of the District.

6: The undersigned agrees that he/she will make no connections between any private water system and the water lines furnished by the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of inspection to enforce this provision. Violations of this provision shall be grounds for disconnection of service.

7: The undersigned agrees that they will not construct, plant, or cause to be placed within ten (10) feet of the water mains, any obstacle of a permanent nature. If any obstacle is placed within these limits by the undersigned, his representative or agent, the undersigned will in no way hold the District or its assigns liable for any damage done thereto during any period of construction, maintenance or repair to the said water mains.

8: The laws of the state of Missouri, the by-laws of the district, and the rules & 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.

9: The District reserves the right, at any time, to discontinue service to protect itself against violations of its rules, or the laws of the State of Missouri, as well as against fraud or the illegal or unsafe use of water or any appliances and appurtenances used therewith.

10: Applicant understands that the District is not responsible, in law or in equity, for the construction maintenance or repair of any pipeline, or any other fixture, appurtenance or appliance located on the applicant's property. The District's responsibility shall extend only from its water supply line to the water meter, which shall be located as close as possible to the property line of the Applicant.

11: The District shall not be responsible for the damages, compensatory, punitive or otherwise, for loss of service to Applicant or damage to Applicant's property real or personal, as a result of any drought, injury to the water supply system, failure of any supplier to supply water to the District, act of God, contamination of the water system or another such unforeseeable breakdown in the District's supply system. Applicant further authorizes the repair, maintenance or cleaning of the water supply system.

12: The Applicant shall be responsible for any damages to the District's meter wells, lids, valves, valve risers, valve lid covers, posts and clean-outs. Should damage occur, charges will be debited to the applicant's account.

13: The undersigned agrees that he/she will grant a water line easement to the district for the transmission of water over, under, and across any interest he may have in real property bounding the roads along which the initial water transmission lines of the district are planned in consideration for the district accepting this application. (Not applicable to Renters)

14: The location or description of the property to be serviced by this water service connection is set forth either the legal description of the property and/or the address and location thereof as assigned by the U. S. Postal Service.

15: This agreement shall not be effective until accepted by the District.

16: As of January 1, 1989, all materials used in the construction, expansion, modification or improvements of a public water system or customer water system, shall be lead free.

17: This section shall not apply to leaded joints necessary for the repair of cast iron pipes. Any applicant's water system constructed, expanded, modified, or repaired after January 1, 1989, that is connected to a public water system and later found to contain materials that are not lead free, shall have the water meter removed or otherwise have the service line severed from the public water supply system when supplier or water is so ordered by the appropriate local governmental authority or by the District.

18: Applicant's account is not assignable or transferable. This agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of applicant and District.

19. It is the applicant's sole responsibility to notify the District and complete necessary documentation prior to the discontinuance of water service.

20. The discontinuance of the supply of water to a residence for any reason shall not prevent the District from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the water user or landowner. The undersigned agrees to pay the costs (at the time of billing) of the current collection agency used by the District. This amount will be added to the amount owed the District.

21. If you plan to be doing any digging, call Missouri One Call at 1-800-344-7483. Anyone causing damage is responsible for payment of repairing said damages.

22. By signing, applicant authorizes PWSD #3 to share contact information such as name, address, phone number, email address, and water usage with appropriate wastewater organization for billing purposes.

I, the below signed Applicant, do affirm, under penalty of perjury, that the answers to all blanks as completed on this application are true and complete to the best of my knowledge and that I understand and agree to all the terms listed above.

Your Name: (please print legibly)\_\_\_\_\_

Signature\_\_\_\_\_ Date:\_\_\_\_\_

SSAN:\_\_\_\_\_ EIN:\_\_\_\_\_

**Service Start Date:**\_\_\_\_\_

**Please Unlock & Turn Meter On [ ] OR Please Unlock Meter Only [ ]**

Service Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Billing Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Phone:\_\_\_\_\_ Email:\_\_\_\_\_

**Please indicate if you would like the water to be left on or turned off between tenants. On Off**  
**(There will be a Trip Charge assessed to turn water on/off between tenants.)**

**PHOTO ID REQUIRED**