

**TRANSFER OF WATER SERVICE AND WATER USER'S AGREEMENT  
FOR RURAL WATER DISTRICT NO. 1, LANCASTER COUNTY, NEBRASKA**

The undersigned (hereinafter the "Applicant"), being the owner of land located within Rural Water District No. 1, Lancaster County, Nebraska (hereinafter the "District"), hereby makes application to the District for water service and agrees to the following provisions:

1. Conditioned upon acceptance of this Application by the Board of Directors of the District, the Applicant agrees to be bound by the Bylaws and Rules and Regulations of the District, which are incorporated herein by reference and made a part hereof.
2. Applicant agrees to pay a minimum monthly charge for 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 accrue either on the date the undersigned connects service to the District's distribution system, or no later than 30 days from the date written notice is delivered to the Applicant.
3. The District shall read your meter at the end of each month and send the bills out the 1<sup>st</sup> of the following month. Payment of the current month's water bill is due by the 15<sup>th</sup> day of the following month. Water bills not paid on the 15<sup>th</sup> of the month shall be subject to a ten percent (10%) late charge. Failure to pay your water bill either in accordance with the Bylaws or within forty (40) days of the due date shall result in discontinuation of service.
4. The water service supplied by the District shall be for the sole use of the Applicant and his/her household, the Applicant agrees that he/she will not extend or permit the extension of piped for the purpose of transferring water from one property to another nor will he/she resell or submeter water to any other person or entity. Each meter service shall supply water to only one residence and associated out buildings located on the real estate described in Section 7 of this agreement.
5. If, after water service is made available, the same is discontinued or disconnected for any purpose, 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 set out in Section 1 of this Agreement be refunded after disconnection.
6. The undersigned agrees that he/she will execute and deliver a written easement for the water lines and necessary appurtenant facilities in, over, under and upon the real estate as described herein, granting the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and extend water lines and water facilities, including the rights of ingress and egress, over, across, and through the real estate as described herein.
7. 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 extensions, hoses or holding tank reservoir for non-potable liquid, unless such connection is protected by a back-flow prevention device approved by the Nebraska Health and Human Services System. There shall be no connection or extension of water lines from inside the meter pit other than the direct hookup of the service line shall be permitted. 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 of the consumer's service and loss of benefit unit certificate.
8. The real estate to which the Water Benefit Unit is to be assigned is legally described as follows:

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Benefit Unit No. : \_\_\_\_\_ Account No.: \_\_\_\_\_

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APPLICANTS WATER NEEDS:

	Number	Number	Number
X	Persons _____	Livestock _____	Other _____

If the water is to be for schools, commercial or industrial customers, provide details: \_\_\_\_\_

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

X \_\_\_\_\_  
Applicant's Signature (Buyer)

X \_\_\_\_\_  
Co-Applicant's Signature if applicable (Buyer)

X \_\_\_\_\_  
Applicant's Name Printed

X \_\_\_\_\_  
Co-Applicant's Name Printed

X \_\_\_\_\_  
Current Mailing Address

X \_\_\_\_\_  
Phone Number

X \_\_\_\_\_  
City, State, Zip

X \_\_\_\_\_  
Date