

## **APPLICATION FOR COMMERCIAL WATER SERVICE AND WATER USER'S AGREEMENT**

The undersigned being an owner, leaseholder, or tenant of land or facilities within Water District 7, Gardner, Kansas hereby makes application to Water District No. 7 (JO7) for water service; and if water service is made available, agrees to the following conditions:

- Purchase, or cause to be purchased, one \_\_\_\_\_ (size) Benefit Unit (Meter) for water service at the unit price of \$\_\_\_\_\_. If applicable, pay a <u>Road Crossing Fee</u> of \$\_\_\_\_\_; and/or a <u>Line Extension Fee</u> of \$\_\_\_\_\_.
- 2. Pay a minimum monthly charge for each water service from time service is made available, and pay for additional water used at the rate set out in the rate schedule adopted by JO7. Any changes made in the minimum monthly water charge and rate schedule by JO7 shall become a part of this agreement, as though fully set out herein.
- 3. Service bill for water used shall be rendered by JO7 on or before the 5th day of the month following the month in which the water is used, and the undersigned agrees to pay said service bill on or before the 16th day of the month in which the bill is rendered, or be subject to a late charge of 10%. Failure to pay a bill by the 25th day of the month in which the bill is rendered may result in discontinuance of the service and forfeiture of applicant's water service. JO7 reserves the right to estimate bills when weather or other circumstances require.
- 4. The water service supplied by the JO7 shall be for the sole use of the undersigned. The undersigned agrees that he/she will not extend, or permit the extension of pipes for the purpose of transferring water from one property to another; nor will he/she share, resell, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence, or business establishment located on land within JO7 boundaries. If an easement over Applicant's land is required by JO7 to provide service to Applicant, Applicant agrees to grant JO7, at no charge and in a form acceptable to JO7, a perpetual easement to allow such service. Applicants desiring water service to multiple users may do so only upon the terms and conditions as specified by JO7. Violation of this or other provisions as set forth by JO7 shall be grounds for immediate discontinuance of water service.
- 5. If, after water service is made available, the same is discontinued for any purpose, reconnection shall be upon the conditions set out by JO7, including payment of any fees as assessed by JO7 for such service.
- 6. The undersigned agrees that he/she will make no physical connection between any private water system and the water system of JO7. The undersigned agrees to comply with JO7's Cross Connection Control Policy, as filed with the Kansas Department of Health and Environment including the installation of any cross-connection control devices as may be required by JO7, at applicant's expense; and further, agrees to protect JO7's system from possible contamination. Representatives of JO7 may, at any reasonable time, come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this or other provisions set forth by JO7 shall be grounds for disconnection of service. JO7 has adopted a Water Conservation Policy. The applicant agrees to comply with such policy, as it may be amended, and further agrees that failure to comply with that policy may be cause for discontinuance of service.

- 7. The laws of the State of Kansas, the policies, and regulations of JO7, 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.
- 8. The tract, lot or address to which the Benefit Unit is to be assigned is specifically described as follows: (PLEASE ATTACH A COPY OF THE PROPERTY WARRANTY DEED, LEASE AGREEMENT, CIVIL AND UTILITY DRAWINGS, ETC.)

## APPLICANT'S PROJECTED WATER DEMANDS

In order for the JO7 to determine its ability to provide water service to the applicant, the applicant is providing the following projected water demand information. If actual water demands increase significantly from the projected demands, JO7 may decline to provide the additional water or may require payment of additional fees to provide for the increased demands.

Domestic/Process Demands		
Maximum Annual Demand	Gallons	
Maximum Month Demand	Gallons	
Maximum Day Demand	Gallons	
Peak Hour Demand	Gallons per minute	
Daily Hours of Operation	Hours	
Days of Operation Per Week	Days	
Irrigation Demands		
Months In Operation	Months	
Maximum Annual Demand	Gallons	
Maximum Month Demand	Gallons	
Maximum Day Demand	Gallons	
Peak Hour Demand	Gallons per minute	
Typical Days of Operation	Days	
Typical Hours of Operation	Hours	
Fire Line and/or Fire Sprinkler Service		
Fire Line Loop Size	Inches	
Fire Line Loop Hydrants	Number	
Fire Hydrant Demand	Gallons per minute	
Fire Sprinkler Demand	Gallons per minute	
Fire Sprinkler Pressure	PSI	

Name	Date
MailingAddress	Phone
Email Address	
ServiceAddress	
Signature of Applicant	