WATER DISTRICT NO. 7, JOHNSON COUNTY, KANSAS
P.O. Box 7, 534 W. Main, Gardner, Kansas 66030 - Phone (913) 856-7375

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned, being the owner of land located within the above Rural Water District, hereby makes application to said District for water service; and, if water service is made available by said District, agrees to the following conditions:

1. Purchase, or cause to be purchased, one Benefit Unit for water service at the unit price of **$ _____,**

2. Pay, in advance, the costs for line extensions and/or under-road crossings to connect to the District's water system. The District will provide an estimated cost for the connection to be paid to the District. The applicant remains responsible for all costs incurred by the District, and if the estimate paid is less than the actual cost, the District will bill the applicant for any difference. If the estimate exceeds cost, a credit will be entered for the applicant in lieu of a refund. **Estimated Road Crossing Fee $_____**
***If Applicable*: Estimated Line Extension Fee** $_____

3. Pay a minimum monthly charge for each water service from time service is made available by the District and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement, as though fully set out herein.

4. When the Rules and Regulations of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District 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. The District reserves the right to estimate bills when weather or other circumstances require.

5. The water service supplied by the District 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 the District. If an easement over Applicant's land is required by the District to provide service to Applicant, Applicant agrees to grant the District, at no charge and in a form acceptable to the District, 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 the District. Violation of this or other provisions as set forth by the Water District shall be grounds for immediate discontinuance of water service.

6. If, after water service is made available, the same is discontinued for any purpose, pursuant to the By-Laws and the 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, including payment of any fees as assessed by the District for such service.

7. The undersigned agrees that he/she will make no physical connection between any private water system and the water system of the District. The undersigned agrees to comply with the District'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 the District, at applicant's expense; and further, agrees to protect the District's system from possible contamination. Representatives of the District 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 the District shall be grounds for disconnection of service. The District 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.

8. The laws of the State of Kansas, the policies, By-Laws 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. A copy of the District's By-Laws and Rules and Regulations may be obtained upon request, or after approval of the Benefit Unit by the Board of Directors, copies will be mailed to the applicant.

9. **2-inch and smaller meters:** District provides, installs and pays for all pipe and equipment through the meter, including meter pit. Property Owner pays for all materials and installation beyond the meter. **3-inch and larger meters:** Property Owner provides, installs and pays for all pipe and equipment from the District's water main including meter vault and meter constructed to District standards. For all meters, 2-inch and above, the Board will consider specific circumstances of each application and installation.

10. The tract to which the Benefit Unit is to be assigned is specifically described as follows: (***PLEASE ATTACH A COPY OF THE PROPERTY WARRANTY DEED)***

NAME: _____ DATE: _____

MAILING ADDRESS: _____ PHONE #: _____

EMAIL: _____

SERVICE ADDRESS: _____ SEWER PROVIDER: _____

_____

SIGNATURE OF APPLICANT _____

EFFECTIVE DATE: 12/15/2021