



# BBP Water Corporation

www.bbpwatercorp.com

## WATER USER'S AGREEMENT

This Agreement, effective as of the date set forth below is between BBP Water Corporation (hereinafter referred to as "BBP"), a Non-Profit Corporation authorized and existing under the laws of the State of Indiana, and \_\_\_\_\_ (hereinafter referred to as "Member").

### WITNESSETH

WHEREAS, the member desires to purchase domestic water from BBP, and to enter into a water user's agreement as required by the by-laws of the BBP.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

BBP shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the Member may desire in connection with the property to be served by this agreement. Such property is as further described below:

Property Address: \_\_\_\_\_

The Member agrees to comply with and be bound by the Articles, this Water User's Agreement, Bylaws, Rules and Regulations of BBP, now in force or as hereafter duly and legally supplemented, amended or changed. These documents can be obtained from our website, [www.bbpwatercorp.com](http://www.bbpwatercorp.com) or requested from our office.

The Member shall install and maintain at his/her own expense a service line which shall begin at the water meter and extend to the dwelling and other portion of his/her premises. It is also the Member's responsibility to install and maintain a pressure reducing valve if needed. No part of such service line to or within the Member's premises may be connected with any source of water other than BBP's distribution system.

The Member's service line shall connect with the distribution system of BBP at the nearest place of use by the Member, provided BBP has determined in advance that BBP water system has sufficient capacity to permit delivery of water at that point

The Member shall pay for such water at such rates, time and place as shall be determined by BBP. BBP has a flat minimum monthly rate, which will be payable irrespective of the amount of use of water. This minimum fee will be charged even if no water is used from the service line and the same will be payable beginning with the installation of the water meter. An inactive meter in this status will remain chargeable for minimum period of thirty-six (36) months, after which time membership will cease, and further charges will be made to reinstate service. The Member has the right, at his/her option, to continue paying the monthly bill to maintain the membership status after this initial period of time without any further charges.

The Member agrees to provide BBP, without charge to BBP, but in consideration of the execution of this agreement by BBP, such easements and right-of-way as may be required for the purpose of installing and maintaining, removing and relocating such water transmission lines as BBP may require in connection with its overall undertaking.

BBP shall purchase and install a cutoff valve and may also include a water meter in each service. Such cutoff valve and meter shall be installed at a point agreed upon between the user and BBP. BBP shall retain ownership of and have exclusive rights of use, such cutoff valve and water meter and to turn it on and off.

BBP shall have final jurisdiction in any question of locations of any service line connecting to its distribution system; BBP shall determine the allocation of water to Members in the event of a water shortage.

The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

Nonpayment on the date due will be subject to a penalty of ten percent (10%) of that part of the delinquent account.

Nonpayment within seven days from the due date will result in the water being shut off from the Member's property.

Nonpayment for sixty days after original due date will allow BBP, in addition to all other rights and remedies, to forfeit the Member's Membership Certificate and terminate his/her membership, and, in such event, the Member shall not be entitled to receive, nor BBP obligated to supply any water under this agreement

In the event it becomes necessary for BBP to shut off the water from a Member's property, a fee of Fifty dollars (\$50.00) will be charged for a non-payment service fee.

Should it become necessary for BBP to initiate any legal action to collect any past-due bills for water service, the Member agrees to pay any and all reasonable attorney fees incurred by BBP to collect the amounts due and owing BBP from the Member.

IN WITNESS WHEREOF, we have hereunto executed his agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Member:**

**BBP Water Corporation:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

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