

**Lake Forest Estates Clean Water District
13767 Lakewood Drive
Ste. Genevieve, Missouri 63670**

USER AGREEMENT

Preface

1. The Lake Forest Estates Clean Water District (the “District”) is a political subdivision of the State of Missouri created pursuant to Section 204.600 *et seq.*, RSMo. to provide water and sewer services (collectively, the “Services”) to the residential property located within the District.

2. The provision of water by the District is essential to both the clean water needs and sanitary sewer needs of District’s residents, and the District’s residents must bear cost of providing the Services by purchasing water from the District in accordance with this Agreement and the District’s Water and Waste Water Regulations, as may be amended from time to time (the “Regulations”).

3. The undersigned (the “User”) owns or occupies certain residential property within the District (identified below, the “Property”) and desires to purchase water from the District, and the District desires to sell water to the User, for delivery of the Services, under the terms and conditions provided in this Agreement.

Agreement

4. General User Warranty. The User acknowledges, represents, and warrants: (a) that he or she has received a copy of the Regulations and has had the opportunity to review and understand same or to retain an attorney or other consultant for such purpose; (b) that he or she is bound and will abide by the Regulations, which may be revised or amended by the District from time to time; (c) that he or she is also bound and will abide by the laws of the State of Missouri, the County of Ste. Genevieve, and the District, which may be amended from time to time (the “Laws”), (d) that the Regulations and the Laws are made a part of this Agreement by reference, as though fully set forth herein, (e) that this Agreement is subject to the Laws and the Regulations, and any discrepancy between the terms and conditions of the Laws, the Regulations, and this Agreement shall be resolved first by the Laws, and then by the Regulations, if consistent with the Laws.

5. Specific Use Warranty. The User further acknowledges, represents, and warrants: (a) that the water service purchased through this Agreement is for "domestic use" only, meaning that the water so purchased is to be used by the User for non-business, non-commercial, and non-industrial purposes (the term "business" includes any activity engaged in by any person, or caused to be engaged in by him/her, with the object of gain, benefit or advantage, either direct or indirect, all as more fully set forth in Sections 144.010 to 144.510 Revised Statutes of Missouri, as amended) and (b) that the User is aware that this statement

will be used as a basis for classifying the use of metered water service furnished to the Property as set forth in Section 144.030(23) Revised Statutes of Missouri, as amended.

6. Consideration.

A. As a condition of initiating and continuing the delivery of the Services, the User agrees: (i) to submit a water meter deposit, in the amount then in effect by the District, and (b) to timely pay, within 30 days of billing, the monthly meter charge for the User's water service connection at the rate established by the District.

B. In return for the payments described in Section 6.A, the District will provide the Services to the Property. The District acknowledges, represents, and warrants that the Services to be provided shall include water and sewer services as provided in and required by the Regulations and as required by the Laws.

7. Connections and Meters.

A. As conditions predicate to the District's provision of the Services, the User acknowledges and agrees: (i) that the provision of the Services requires the use of a connection from the District's main to the Property, (ii) that while the connection is owned by the User, it is also for the sole purpose of delivering the Services to the Property, and (iii) that the User may not extend, or permit the extension of, the connection to any other property, user, consumer, or any other water system, private or public.

B. As conditions predicate to the District's provision of the Services, the User further acknowledges and agrees: (i) that the provision of the Services requires the installation of a water meter to measure the amount of water used and to set the corresponding monthly charge of the Services provided, (ii) that the District shall install the meter at or near the Property's connection to the District main, (iii) that the District shall, to the extent feasible, install the meter in the District's right-of-way easement abutting the Property, but if not feasible, the District shall install the meter on the Property, as close as possible to the District's easement, (iv) that the meter is the property of the District, and (v) that the User shall not interfere or tamper with, alter, or damage the meter.

8. District Access. The User acknowledges and agrees that the provision of Services by the District depends on the District's ability to access its Services facilities, which may include meters and service lines that are either already located in or on the Property or that may be so located on the Property in the future.

A. The User accordingly acknowledges and agrees that if the District is required to install a meter on the Property, or if a new connection is required, the District shall consult with the User as to the location of the same, but the District shall have final authority in any question of location. In such a case, the User hereby grants a license to the District permitting access to the Property for all connection and meter purposes (whether inspection of an existing or proposed connection, the reading of the water meaning, or any other valid district purpose), without the payment of compensation to the User.

B. The User further acknowledges and agrees that the provision of Services by the District, to the Property, and to all other residential properties within the District, is dependent on a system of water and sewer pipes and other facilities owned by the District. These “Facilities” have been installed pursuant to a general easement reserved by the developer of the Lake Forest Estates Subdivision, and they may be located on the Property. The Facilities and the general easement, and certain specific easements, necessary for delivery of the Services have been acquired by the District from the Lake Forest Estates Community Association, through a vote of the association’s members. As a condition predicate to the provision of the Services, the User acknowledges and agrees that the District has the right and authority to utilize the general and special easements for the inspection, maintenance, repair, and replacement of its existing sewer and water Facilities, as provided in said easements and in accord with the Regulations and the Laws, without the payment of compensation to the User.

C. The User further acknowledges and agrees that the District may, at any reasonable time, come upon the Property for the purposes of inspecting the User’s water and sewer facilities or abating any dangerous condition caused by the User’s facilities, or for any other purpose allowed by the Regulations of the Laws, without the payment of compensation to the User.

D. Finally, the User acknowledges that the District may suspend or terminate the delivery of the Services to the Property if the User unreasonably denies access to the Property as required in this Section 8.

9. Back-Flow Tests. The User with an attached irrigation system must include a backflow preventer and further agrees to perform an annual back-flow test to ensure the proper flow of water through the User’s systems and to prevent contamination of the District’s water supply and the User’s water. The User shall be required to abate any condition of the User’s system that fails the back-flow test. The back-flow test shall be performed at the User’s cost by a licensed plumber selected by the District. The District may suspend or terminate the delivery of the Services to the Property if the User fails or refuses to timely perform the annual back-flow test or to abate any failure of the User’s system.

10. Service Termination.

A. The District may by written order suspend or terminate the Services of any User for any violation of this Agreement, the District’s Water or Waste Water Regulations, or any of the Laws. An order suspending or terminating the Services may be appealed by submitting a writing explaining the reasons for the appeal with the District’s Board of Trustees, at the address appearing on this Agreement. The appeal must be submitted within seven business days of the date of the order suspending or terminating the Services.

B. If the Services are terminated, either by the User or the District, the District may

hold and apply the User's deposit to any outstanding balance of accrued water charges or to the costs of any District property damaged by the User. If the User's account is fully paid at termination and there is no such damage, the deposit shall be refunded by the District, without interest or delay.

The location of the property to be served by the Lake Forest Estates Clean Water District is:

Lot # _____

Contact phone number: _____ (Can this number receive texts?) Y/N

Email: _____

Applicants: _____ (Print) Date: _____

Applicants: _____ (Signature)

For Office Use Only

Accepted by:
Lake Forest Estates Clean Water District

By: _____ Date: _____
District Clerk