

**WATER USER'S AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Red Rock Rural Water, a body politic of the State of Minnesota (District hereinafter) and \_\_\_\_\_ of \_\_\_\_\_, Minnesota ("Member" hereinafter).

**WITNESSETH**

WHEREAS, District is organized pursuant to Minnesota Statutes, Chapter 116A as a rural water district, and WHEREAS, Member is desirous of becoming part of said system and utilizing the water supplied by District, and WHEREAS, District is contemplating an expansion of its system and WHEREAS, Member has paid the sum of \$500.00 for the purposes of including Member's property in a feasibility study,

NOW, THEREFORE, in consideration of the mutual covenants, agreement and conditions hereinafter stated, it is understood and agreed as follows:

1. Member agrees to pay a capacity charge and construction charges in accordance with the terms under which such charge is levied.
2. Member agrees to pay for water utilized by Member and supplied by District and to further abide by all rules and regulations promulgated by District. In the event that District establishes a minimum monthly charge for water service, Member further agrees to pay that charge.
3. Member agrees that the water service provided hereunder shall be for the benefit of his premises or those lawfully in possession of same, and Member further agrees that he shall not submeter or resell said water without specific approval of the District in writing.
4. Member hereby grants District the right to install the necessary water lines on his property and he hereby further grants a permanent easement to District allowing ingress and egress to construct said line, maintain said line and add necessary additional lines. Member further agrees that he will not connect on to said line and extend same from one tract of property to the other without prior approval in writing from the District.
5. It is understood and agreed that the District shall have the final determination and decision in regard to any location of pipelines or easements for the distribution of the system; the District shall further have the sole and exclusive right to terminate water service to any Member who has violated any term or condition of the Agreement or the rules and regulations promulgated by District including, but not limited to, the failure to pay water charges or special assessment installments when due; said disconnection can be made without notice to said Member.
6. It is understood and agreed that District shall supply water only to Members as defined herein and who have executed a Water User's Agreement, with the exception of municipalities or other political subdivisions within a township with which the District has independently negotiated and contracted.
7. The tract which Member owns is described as: \_\_\_\_\_

\_\_\_\_\_

8. Member agrees to pay \$ \_\_\_\_\_ in full when construction is completed.

IN WITNESS WHEREOF, We have executed this Agreement in duplicate the day and year first written.

RED ROCK RURAL WATER SYSTEM

\_\_\_\_\_  
Member

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness