



PERRYDALE DOMESTIC WATER ASSOCIATION

WATER USER’S AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between PERRYDALE DOMESTIC WATER ASSOCIATION, an Oregon Cooperative Corporation (the “Association”), and _____, member(s) of the Association (the “Member(s)”).

WITNESSETH:

WHEREAS, the Association is an Oregon Cooperative Corporation organized to supply its membership with water for domestic, livestock, and garden purposes;

WHEREAS, the Member(s) desires to have water delivered to their property through the Association’s domestic water system; and,

WHEREAS, the By-Laws of the Association require members enter into a Water User’s Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

1. Subject to the limitations provided herein, by other agreements executed between the Member(s) and the Association, and by the Association’s Articles of Incorporation, By-Laws, Rules and Regulations, and Policies, the Association agrees to furnish water to the Member(s)’s property, described as:

Address: _____

Tax Lot: _____

2. The Member(s) hereby grants the Association, its successors or assigns, an irrevocable license so long as this Agreement is in effect, water is being used by the Member or former Member, or any Association property or improvements are located on the Member’s land to go upon the Member(s)’s land during normal business hours (8:00 am–5:00 pm) or in the case of an emergency at any time for the purpose of inspecting all facilities connected to its water system for the purpose of determining the Member(s)’s compliance with the Association’s Rules and Regulations.

3. If requested by the Association, the Member(s) agree to grant and convey to the Association a perpetual easement for the placement of, access to, use, maintenance, repair and replacement of water transmission lines and related valves and other appurtenances through their property. The easement shall be recorded. In the event a Member refuses to execute an easement the Association reasonably deems necessary, the Association may immediately terminate the



Member's membership as provided in the Articles of Incorporation and Bylaws of the Association.

4. The Member(s) shall install and maintain at the Member(s)'s expense a customer service line which shall begin at the Association's double check valve and extend to the dwelling or place of use. The meter location and installation of the customer service line shall be in accordance with the Rules and Regulation of the Association, as adopted by the Board from time to time. If the Member(s)'s customer line crosses another person's property, the Member(s) shall be required to obtain and record an easement permitting such customer line to cross the other person's property. The Member(s) shall provide a copy of the easement to the Association prior to connecting to the Association's water supply.

5. The Member(s) may have delivered through a single service line only such water as may be necessary to supply the needs of a single use or occupancy under the Rules of the Association. The Member(s) shall not cause or permit such water to be used, supplied or connected to any other use or occupancy, except by express consent of the Board of Directors of the Association, which consent shall be given only upon application in cases of urgent necessity, for the members of the immediate family of the Association Member, and for a time limited by the Board of Directors.

6. In the event the total water supply shall be insufficient to meet all of the Members or in the event there is a shortage of water, the Association may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto, or prohibit the use of water for garden purposes; provided that if, at any time, the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock, garden, industrial and commercial purposes, the Association must first satisfy all of the needs of the members for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the members for both domestic and livestock purposes before supplying any water for garden and industrial and commercial purposes.

7. In areas where the water supply is insufficient to provide adequate water pressure to all members, the Association reserves the right to install a flow restrictor and require the Member(s), at the Member(s) cost, to install a water storage tank of not less than five hundred (500) gallons and if necessary, a pump to move water from the tank to the point of service. The Member(s) agree to execute a Water Storage Requirement Addendum as the Association may require and comply with the requirements of the Addendum as a condition of water use.

8. The Member(s) agrees to comply with the laws, rules and regulations of the Oregon State Board of Health or other governmental bodies having jurisdiction over water use and sanitation, including all Policies, Rules and Regulations of the Association.



9. No other present or future source of water shall be connected to the waterlines receiving water under the terms of this Agreement and the Member(s) shall disconnect from such waterlines, any existing water supply system, before connecting or switching to the water supplied by the Association. Member(s) shall pay a cross connection testing charge as the Association may require for the protection of the membership.

10. The Member(s) agrees to pay for such water as may be supplied to the Member(s)'s property at the rates prescribed by the Board of Directors of the Association pursuant to the provisions of the By-Laws of the Association, the water delivered through each service line being metered and the cost thereof determined separately. A flat minimum monthly water charge shall be charged to each Member(s) for the first three thousand (3,000) gallons of water or any fraction thereof. The flat minimum water charge shall be payable irrespective of whether any water is used by the Member(s) during such period. Additional charges will be made for the additional water used by each Member in excess of three thousand (3,000) gallons in a single month. The quantity of water used by each Member(s) will be determined based upon readings of water meters installed by the Association as provided for by the By-Laws. The Member(s) further agrees to begin using water from the system or paying a monthly minimum charge within 30 days after the date that the water is made available to the Member(s) by the Association and to connect their service lines to the Association's distribution system prior to any water use. Water charges to the Member(s) shall commence on the date that the service is made available.

11. Payment of the monthly member charge shall be made at such time as the Board of Directors of the Association may prescribe. If the payment of such charges is not made after they become due, the Association shall have the right to impose the penalties described in Section 11.5 of the By-Laws of the Association, incorporated herein by reference, in addition to all other rights and remedies that it may have. If the Member(s)'s service is shut off or terminated in compliance with the By-Laws of the Association, the Member(s) shall not be entitled to receive, nor the Association obligated to deliver, any water under this Agreement.

12. Members are responsible for the payment of Association charges related to property owned by the Member(s). If the Member(s) lease the property which is serviced by the water supply of the Association to a third party, the Member(s) shall be the parties responsible for payment of all monthly charges for water. In no event shall a Member(s)'s tenant be a Member of the Association because of the tenant's tenancy. A tenant of a Member, may be a Member of the Association, if the tenant owns other property to which a membership is attached. The leases for a property serviced by the water supply of the Association may provide for payment of Association charges directly by the tenant. However, the property owner shall be the Association Member and shall remain responsible for payment and performance of all duties and obligations to the Association regardless of any lease terms. Any leases for property serviced by the water supply of the Association shall be provided to the Association within thirty (30) days of the execution of such a lease.



13. In the event the Member(s) shall breach this Agreement by refusing or failing, without just cause, to pay monthly water rates or charges described herein or otherwise comply with the terms and provisions of this Agreement, upon the occurrence of said events, in addition to any other remedies the Association may have, the Member(s) agrees to pay to the Association all sums owed, interest thereon at a rate to be established or modified by the Board of Directors, an administrative charge as established or modified by the Board of Directors to reimburse costs incurred by the Association for collection of such amounts or enforcement of such delinquency, and a late fee as established or modified by the Board of Directors in accordance with the By-Laws of the Association.

14. The Member(s) shall notify the Association of any sale of land which is serviced by the water supply of the Association at least ten (10) days prior to any such sale. The term “sale” includes a sale upon terms, a contract of sale whereby the Member(s) agrees to convey title to a purchaser upon payment of the full purchase price, or a lease for a duration of more than one year by the terms of which lessee has an option to purchase. Upon receipt of such notice, the Board of Directors shall consider whether or not the Member(s) is eligible for continued membership in the Association, and whether or not the purchaser of such property shall be considered for membership upon their application.

15. If for any reason waterlines of the Association do not become accessible to the property described in this agreement, there shall be no liability on the part of the Association or its officers or directors; but if such waterlines do not become accessible for use by the property described in this agreement within twelve (12) months from the date of completion of the Association’s initial distribution system, or extension of such system, then either party shall have the right to terminate this agreement by written notice to the other party, and if the Member(s) makes such request, he shall be entitled to a refund of all fees paid to the Association, which shall be due and payable upon order of the Board of Directors.

16. This Agreement shall be in full force and effect continuously hereafter so long as the Member(s) shall continue to be a member of the Association.

17. This Agreement also includes all attached exhibits and addenda, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20 ____.

Perrydale Domestic Water Association

By: _____

Its: _____

_____, Member

_____, Member