



RURAL LORAIN CO. WATER AUTHORITY

42401 Route 303 • P.O. Box 567
LaGrange, Ohio 44050
(440) 355-5121 • 1-800-842-1339
Fax (440) 355-6628
www.rlcwa.com



ACCOUNT NUMBER

Today's Date _____

Owner

Tenant

Land Contract

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone Number (_____) _____ County _____

Service Address _____ Township _____

_____ Move In Date _____

Previous Owner _____ Acct.# _____

Proof of Ownership:

Settlement Statement

Deed

Loan Approval

Closing Disclosure

Other _____

FOR RENTALS ONLY:

Current Landowner Name _____

Landowner Mailing Address _____

Phone Number (_____) _____

Landlord # _____ Tenant Deposit Waived _____

Landlord Signature

OFFICE USE ONLY:

Install Meter

Meter Size _____

Do Not Install Meter

Tap Fee \$ _____

Water User's Agreement

This agreement is made and entered into on the date this Agreement is executed between RURAL LORAIN COUNTY WATER AUTHORITY ("RLCWA"), 42401 ROUTE 303, LAGRANGE, OHIO 44050 and the Signer(s) hereof. The parties signing this Agreement understand that RLCWA will supply water service to the Owner and, where applicable, Owner's Tenant, at the service address listed above, under the terms and conditions listed in this Agreement. In consideration of the mutual promises and obligations in this agreement, and intending to be fully bound by these terms, the parties agree as follows:

1. Stipulations:

- a. There will be one statement sent to the service address listed above, or to the billing address if different from the service address.
- b. Notice of obligation to pay for water delivered to point of connection occurs when water is delivered to the service address, regardless of user and regardless of failure to receive an invoice or to be notified of non-payment or delinquency of payment. Any notice sent to a Tenant or to a service or billing address is understood to be notice to the Owner.

2. Owner agrees as follows:

- a. To pay or be responsible for payment of water delivered to the service address at the point of connection to the service line at the rate then existing and according to such payment schedules, terms and conditions as established by RLCWA regardless of the party or parties using or consuming the water being supplied;
- b. To pay all invoices within twenty (20) days of the due date established by RLCWA. A late charge shall be added for late payment. Late payment means any payment not received by RLCWA by the close of business two (2) business days after the stated due date. Failure to receive an invoice is not an excuse for non payment or late payment;
- c. To permit RLCWA, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited to the water line(s), meter vault, service line(s), and property adjacent and connected thereto for purposes of inspection, repair, removal of fixtures and equipment, testing, maintenance, monitoring or any other lawful purpose relating to the services provided by RLCWA;
- d. That RLCWA has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Owner in the event that an unauthorized connection or use of RLCWA's water lines or systems is made, or in the event RLCWA, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Owner's premises;
- e. That RLCWA has the right to terminate services, including the provision of water to Owner, in the event Owner has failed to pay the water bill;
- f. In the event service is terminated, and subject to the right of RLCWA to refuse to restore water services, Owner will be required to pay a reconnection charge as applicable and such other charges RLCWA incurs in the connection; and
- g. To comply with all policies, rules and regulations of RLCWA, regardless of date of adoption, relating to the use and consumption of water and services supplied to Owner by RLCWA pursuant to this agreement.
- h. Owner further agrees that in the event RLCWA requests an easement in, over and across Owner's property for the purpose of extending or installing its water lines to improve, maintain and service RLCWA's water system and customers, Owner shall grant such easement without additional compensation other than RLCWA's commitment to restore the surface of the easement area to as good or better condition as it was prior to the extension or installation of the water line(s).
- i. In the event the Owner fails to timely pay the water bill, Owner will be responsible for any and all costs associated with RLCWA's collection efforts, including without limitation court costs, collection costs, and/or legal fees.

3. If applicable, Tenant agrees as follows:

- a. To pay RLCWA a water supply and payment deposit as set by RLCWA. Tenant agrees that such deposit may be applied by RLCWA toward the account, the final invoice, or toward any unpaid delinquent water bill, service fee or expense attributable to Tenant. Tenant agrees that no interest shall accrue or be payable on said deposit during the term of this agreement;
- b. To pay all invoices within twenty (20) days of the due date established by RLCWA. A late charge shall be added for late payment. Late payment means any payment not received by RLCWA by the close of business two (2) business days after the stated due date. Failure to receive an invoice is not an excuse for non payment or late payment;
- c. To permit RLCWA, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited to the water line(s), meter vault, service line(s) and property adjacent and connected thereto for purposes of inspection, repair, removal of fixtures and equipment, testing, maintenance, monitoring or any other lawful purpose relating to the services provided by RLCWA;
- d. That RLCWA has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Tenant in the event an unauthorized connection or use of RLCWA's water lines or systems is made, or in the event RLCWA, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Tenant's premises;
- e. Owner has access to account statements of Tenant at any time;
- f. That RLCWA has the right to terminate services, including the provision of water to Tenant, in the event the water bill has not been timely paid;
- g. In the event that service is terminated, and subject to the right of RLCWA to refuse to restore water services, Tenant will be required to pay a reconnection charge as applicable; and such other charges RLCWA incurs in the connection.
- h. To comply with all policies, rules and regulations of RLCWA, regardless of date of adoption, relating to the use and consumption of water and services supplied to Tenant by RLCWA pursuant to this agreement.
- i. In the event the Tenant fails to timely pay the water bill, Tenant will be responsible for any and all costs associated with RLCWA's collection efforts, including without limitation court costs, collection costs, and/or legal fees.

4. Election of Remedies:

- a. Any Owner or Tenant who brings an action against RLCWA may not bring any other action or proceeding under the common law, Federal Law, State Law, Township, Village, or any other municipal law, that seeks monetary or nonmonetary compensation by reason of the same subject matter; and
- b. Any Owner or Tenant who brings an action against another entity under the common law, Federal Law, State Law, Township, Village, or any other municipal law, that seeks monetary or nonmonetary compensation arising out of a claim for which such Owner or Tenant also pursues against RLCWA, which would otherwise be cognizable, may not recover from RLCWA for such claim.

I fully understand and agree to all the provisions of this contract. All information given by me is true. I understand that RLCWA has relied on my representations and commitment to be bound by this agreement in providing water pursuant to this agreement.

CONTRACTING PARTY

RURAL LORAIN COUNTY
WATER AUTHORITY

By: _____
Owner

By: _____
Authorized Representative

By: _____
Tenant

Date