



# *Magnolia Plantation Water System, Inc.*

5707 E. LA Hwy 338  
P. O. Box 960  
Abbeville, LA 70511-0960  
Phone (337) 893-1331

Lobby Hours  
8:00 am to 1:45 pm  
Monday thru Friday  
Fax (337) 893-7296

## **WATER USER AGREEMENT**

This agreement is between **Magnolia Plantation Water System, Inc.**, a nonprofit corporation, hereinafter called the “Association”, and \_\_\_\_\_ herein referred to as the “Water User”.

The Association shall furnish, subject to the limitations set out in its Rules and Regulations, and Bylaws, and those hereinafter provided for, such quantity of water as the Water User may desire in connection with his occupancy of the following described property:

***“Duty to Protect Meter: In the event that the water meter box, the automatic meter reader, the radio transmitter, or any other component part of the meter is damaged due to the operation of lawn mowers, bush hogs, weed eaters, four-wheelers, bicycles, or any other machinery over the meter, or by any other action such as attempting to open the meter cover, the cost of repairs shall be borne by the Customer, reserving to the Customer the right to pursue reimbursement from any third party who may be at fault.”***

***It is recommended that the Customer protect the water meter and its component parts by placing protective stakes around it or by using other appropriate means to call attention to the meter and its component parts so as protect it. It is also recommended that the Customer inform yard workers and other persons who may come on the property to be careful to protect the meter.***

**The Water User shall install and maintain at his own expense a cutoff valve and service line which shall begin at the meter and extend to the dwelling, or place of use.** The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Water User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Water User agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the Association’s Rules and Regulations.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

**The Water User shall at all times provide the Association with free and safe access to the premises of the Water User for the purposes of installing or removing water system property, inspecting piping and water meters, reading and testing water meters, or for any other purpose in connection with the Association’s furnishing of water under this agreement. “Free and safe access” shall mean access that is free from any and all obstructions such as fences, plants, wires, or other obstructions, and free from any and all unreasonable risks of harm such as traps, animals, sharp objects, or other hazardous conditions. Violation of the provisions of this paragraph may result in disconnection of water service or other legal action, at the option of the Association.**

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water Users in the event of a water shortage; may shut off water to a Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another person, firm or corporation. In the event the total water supply shall be insufficient to meet all the needs of the Water Users, or in the event there is a shortage of water, the Association may prorate the water available among the various Water Users on such basis as is deemed equitable by the Association, and may also prescribe a schedule of hours covering the use of water for agricultural (e.g. 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 Water Users of the Association, the Association must first satisfy the needs of all Water Users for essential household domestic purposes before supplying any water for livestock or agricultural purposes; and further must satisfy all the needs of all Water Users for both domestic and livestock purposes before supplying any water for agricultural (e.g. garden) purposes.

The Water User agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Water User shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the Water User by the Association.

The Association shall have the authority to sell the membership of any Water User in the event of nonpayment of any charges or assessments owing by said Water User within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Water User. In lieu of such sale of membership, the Association may purchase the membership on behalf of the Association at a price determined by the Association to be the fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Association, the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent Water User.

In the event the Water User shall breach this contract by (1) refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, and, or (2) refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, the Water User shall, and agrees to voluntarily forfeit his water user's, or connection fee and /or deposit.

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

- (1) Nonpayment within fifteen (15) days will subject the Water User to a penalty of ten (10) percent of the delinquent amount.
- (2) Nonpayment within thirty (30) days from the due date will result in the water being shut off from the Water User's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a Water User's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate originals.

\_\_\_\_\_  
WATER USER [Property Owner]  
(Signature of Water User)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
WATER USER [Property Owner]  
(Print Name of Water User)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Driver's License Number

The information regarding race, ethnicity, and sex designation solicited on this application is requested in order to assure the Federal Government, acting through the Rural Housing Service that the Federal laws prohibiting discrimination against customer applications on the basis of race, color, national origin, religion, sex, familial status, age, and disability are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race, ethnicity, and sex of individual applicants on the basis of visual observation or surname.

**Race:**  
 American Indian/Alaska Native \_\_\_\_\_  
 Asian \_\_\_\_\_  
 Black or African American \_\_\_\_\_  
 Native Hawaiian or Other Pacific Islander \_\_\_\_\_  
 White \_\_\_\_\_

**Ethnicity:**  
 Hispanic or Latino \_\_\_\_\_  
 Not Hispanic or Latino \_\_\_\_\_

**Gender:**  
 Male \_\_\_\_\_  
 Female \_\_\_\_\_