



Magnolia Plantation Water System, Inc.

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8:00 am to 2:00 pm
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TENANT WATER USERS AGREEMENT FOR NON-PROPERTY OWNER (RENTER)

This agreement entered into between the **Magnolia Plantation Water System, Inc.**, a nonprofit corporation, hereinafter called the "Association", and _____ residing at _____ a customer of the Association, hereinafter called "User", where the user is not the property owner, hereinafter called the "Owner", but is renting or otherwise leasing the land and/or property where the residence is located:

WITNESSETH

Whereas, the User desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws of the Association.

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

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as amended, such quantity of water as User may desire in connection with User's occupancy of the following described property:

Physical Address _____

"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 User agrees to grant to the Association, its successors and assigns, access to the easement, as provided by the owner's agreement with the association, in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove, water pipelines, and appurtenant facilities, together with the right to utilize adjoining lands belonging to the OWNER for the purpose of ingress to and egress from the above described lands.

If not present, the OWNER OR USER shall install and maintain at the OWNER'S OR USER'S expense, a 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 by the OWNER OR USER, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The User agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The User agrees to pay **\$150.00 which consist of a REFUNDABLE SECURITY DEPOSIT in the amount of \$100.00 and a NON-REFUNDABLE CONNECTION FEE of \$50.00.** In the event service to the User is terminated, either voluntarily by the User, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance then owing on the User's account. Should the account be fully paid at the time of termination of service to the User, the deposit shall be refunded by the Association within a reasonable time thereafter.

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 Association shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made of the User's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the customers of the water system, or in the event there is a shortage of water, the Association may prorate the water available among the various Users 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 Users 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 Users, the Association must first satisfy all of the needs of the Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The OWNER AND USER agrees that no other present or future source of water will be connected to any waterlines served by the Association's water lines and will disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the User's system.

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

- (1) Nonpayment within fifteen (15) days will be subject 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 customer's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a User's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.
- (4) A NON-REFUNDABLE MEMBERSHIP FEE IS NOT TO BE ASSESSED, SINCE THE LAND OWNER IS THE VOTING MEMBER OF THE ASSOCIATION.

IN WITNESS WHEREOF, we have executed this agreement this ___day of _____ 20__.

USER [Tenant]
(Signature of User – Tenant)

Mailing Address

USER [Tenant]
(Print Name of User – Tenant)

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 _____