

BELMONT WATER ASSOCIATION, INC.

P. O. Box 156
Hernando, Mississippi 38632
662-449-5551

WATER-USERS AGREEMENT

This agreement, between the Belmont Water Association, Inc., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereinafter called the Association, and _____, a member of the Association, hereinafter called the Member.

WITNESS:

WHEREAS, the Member desires to purchase farmstead and domestic water from the Association, and to enter into a water-users agreement as required by the by-laws of the Association.

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

The Association shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the Member may desire in connection with his occupancy of the following described property:

**5141 ROBERTSON GIN RD.
HERNANDO, MS 38632**

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of this premise.

The Member's service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the Association water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time and place as shall be determined by the Association.

The Association shall purchase and install a cut-off valve and may also include a water meter, in each service. Such cut-off valve and meter shall be installed within three (3) feet of the Association's distribution system. The Association shall have exclusive right to use of such cut-off valve and water meter and to turn it on and off.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may shut off, the water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

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

- A. Non-payment within ten (10) days from the due date will be subject to a penalty of ten (10) percent of the delinquent account.
- B. Non-payment within thirty days (30) days from the due date will result in the water being shut off from the Member's property.
- C. Non-payment for sixty (60) days after the original due date will allow the Association, in addition to all other rights and remedies to purchase the Member's Membership Certificate and terminate his membership, and in such event the Member shall not be entitled to receive., nor the Association obligated to supply, any water under this agreement.

In the event it becomes necessary for the Association to shut off the water from a member's property, a fee of **\$50.00** will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this the _____ day of _____, 2024.

THE APPLICANT AGREES THAT THEY HAVE FOLLOWED THE GUIDELINES SET FORTH BY THE STATE DEPARTMENT OF HEALTH REGARDING ONSITE WASTEWATER DISPOSAL.

X _____
MEMBER (Please sign here & return)

Please sign and return in the enclosed envelope with \$ _____ (Due when received)

(To continue water service, please return within 2 weeks, Thank you.)

Membership fee (non-refundable)	\$10.00
Tap Fee (non-refundable)	\$1150.00 ¾" \$1500.00 1"
Meter Deposit (Refundable after final bill paid)	\$100.00
Impact fee (non-refundable)	\$1000.00
Turn on fee	\$50.00