

**WATER USER'S AGREEMENT**

**TO BE COMPLETED BY OWNER**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address (If different than service address): \_\_\_\_\_

Home Tel.: \_\_\_\_\_ Cell Tel: \_\_\_\_\_

Work Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Township: \_\_\_\_\_ County: \_\_\_\_\_

**OFFICE USE ONLY**

Transfer Fee: \_\_\_\_\_ Tap Size: \_\_\_\_\_

Tap Fee: \_\_\_\_\_ Account No.: \_\_\_\_\_

Customer No.: \_\_\_\_\_ Previous Customer No.: \_\_\_\_\_

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This Water User's Agreement (the "Agreement") is made and entered into by and between NORTHERN OHIO RURAL WATER ("NORW"), 2205 US HWY 20 E, NORWALK, OHIO 44857 and Owner on the date written above. 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. NORW will mail one invoice monthly to the service address listed above, or to the billing address if different from the service address.
2. Notice of Owner's obligation to pay for water delivered to the point of connection occurs when water is delivered to the tap located at the service address, regardless of Owner's failure to receive an invoice or to be notified of non-payment or delinquency of payment. Any notice sent to a service or billing address is understood to be notice to Owner.
3. **Once water is delivered to the tap located at the service address – even if Owner fails to make a service connection – there is a minimum monthly charge for water service that must be paid by Owner regardless of whether the amount used is zero, or less than the minimum amount established by NORW.**

\_\_\_\_\_  
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4. Owner acknowledges receipt of the rates and charges by NORW and applicable to Owner.

5. Owner agrees to pay for water delivered to the service address at the point of connection to the service line at the rate then existing, **including the minimum charge described in Section 3**, and according to such payment schedules, terms and conditions as established by NORW regardless of the party or parties using the water being supplied.
6. Owner shall pay all invoices by the due date established by NORW. A late charge shall be added for late payment. Late payment means any payment not **received by** NORW 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.
7. NORW may terminate water service after notice to Owner in the event Owner fails to pay a water bill. Further, Owner acknowledges that any delinquent balance may be submitted to the appropriate county auditor as a lien upon the premises served by this Agreement.
8. Owner shall permit NORW, its agents and representatives, full and unrestricted access 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 NORW.
9. NORW may, with or without notice, terminate, interrupt, discontinue, limit and restrict water service: (a) to Owner in the event if Owner makes an unauthorized connection, or (b) in the event NORW, in its sole discretion, determines that the integrity or safety of its system has been compromised or threatened.
10. In the event service is terminated in accordance with Section 9(a) above, and subject to the right of NORW to refuse to restore water services, Owner will be required to pay a reconnection charge and such other charges NORW incurs while restoring service.
11. Owner shall comply with all policies, rules and regulations of NORW as may be changed or amended from time to time, and after notice to Owner of any such changes by NORW. Owner acknowledges that the current policies, rules and regulations are available online at <https://www.norw.org/rules-and-regulations-water-service>, and that a hard-copy of these documents has been provided to Owner if requested at the time signing this Agreement.
12. Owner agrees that in the event NORW requests an easement in, over and across Owner's property for extending or installing its water lines to improve, maintain and service NORW's water system and customers, Owner shall grant such easement without additional compensation other than NORW's commitment to restore the surface of the easement area to as good or better condition than it was prior to the extension or installation of the water line(s).

**I fully understand and agree to all the provisions of this Agreement. All information given by me is true. I understand that NORW has relied on my representations and commitment to be bound by this Agreement.**

**OWNER**

**NORTHERN OHIO RURAL WATER**

By: \_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Date: \_\_\_\_\_

Date: \_\_\_\_\_