

CONTRACT FOR WATER SERVICES

This contract made and entered into this _____ day of _____ between _____ whose address is _____ party of the first part and Elkhorn Water District, Frankfort, Kentucky, party of the second part,

Witnesseth: That for and in consideration of the effort of the Water District Commissioners: Michael Dudgeon, Chairman, Abner Lipps, Treasurer and Steve Mika to secure financing for the construction of this Water District, and in consideration of the other users signing similar contracts, the party of parties of the First Part hereby agrees to connect to the Waterworks System.

The party of the First Part hereby agrees to connect to the proposed Waterworks System of the party of the Second Part. The party of the First Part has paid _____ upon execution of this contract, receipt of which is hereby acknowledged.

Amount paid this date \$ _____

It is agreed between the Parties hereto, that in the event the ELKHORN WATER DISTRICT for any reason is unable to furnish water to the party of the First Part, then and in that event, the party of the Second Part agrees to refund to the Party of the First Part payment this day paid.

SCHEDULE OF DEPOSITS

The monthly water rates necessary to insure financing have been determined by the District's engineer and are on given on a separate sheet.

It is understood and agreed that the party of the Second Part reserves the right to determine the size of the service connection to be used to supply water to the party of the First Part. A 5/8 x 3/4 meter will be used unless the party of the FIRST PART contracts for a larger meter. Separate meters must be installed for each residence.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART agrees to connect to said System, but in the event the party of the FIRST PART refuses to so connect or pay minimum monthly water bill prescribed by the District when due, the party of the FIRST PART shall be liable for his connection fee, and if thereafter, party of the FIRST PART desires to connect to said system, the party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by party of the SECOND PART. The party of the FIRST PART agrees not to resell or give any water purchased hereunder. If the system is contracted, but the property is not reached by the District line, any payment shall be fully refunded.

The FIRST PARTY'S rights hereunder are subject to such further rules and regulations as the District Commissioners may prescribe. The District may terminate

service to any customer failing to pay a water bill when thirty (30) days past due or violating a District regulation.

Deposits to insure payment of monthly water bills and penalties on delinquent water accounts shall be as the party on the SECOND PART may hereby prescribe.

The signing of this contract by a Commissioner of the Water District is by the authority of the Board of Commissioners said execution thereof is in his official capacity only, and said Commissioners shall not be personally liable on this contract.

The party of the FIRST PART agrees to permit the District to lay, maintain, repair remove and disconnect a service line, and meter, and read meters at a point on a Customers property be designated by the District for each signed connection with right of ingress and aggress for these purposes over customer's property.

The party of the FIRST PART agrees to install and maintain at his own expense a service line which shall begin at property line and extend to dwelling or place of business and other portion of his premises.

(Parties of the FIRST PART)

ELKHORN WATER DISTRICT
(A Body Corporate)

By: _____

Title: _____

Received \$ _____

This _____ day of _____, 2016.