

**WEST RIVER WATER & SEWER DISTRICT  
WATER & SEWER USERS AGREEMENT**

This agreement is made between West River Water & Sewer District, hereinafter called the District, and the following person(s) or company \_\_\_\_\_, a user of the District, hereinafter called the User.

The District shall make all necessary attempts to furnish, and the User shall pay for, water & sewer service to the User at the following location: (Please be specific) Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_

The User agrees to pay for water and sewer service as well as any fees, charges for service or deposits which are and payable to the District. The charge for service will begin on the date service is made available to the control valve (curb stop) and/or sewer connection, whether or not the User actually makes use of the service.

The User agrees to pay all costs directly or indirectly related to the construction of the water service and sewer service in new construction areas. The User shall pay any deposit or hook-up fee to the District prior to any service connection. The fees shall be as per District guidelines and policies.

The User agrees to comply with the requirements of the North Dakota State Health and other lawful authorities and regulating agencies. The User agrees to install all new services per the Districts most current policies and specifications.

The User agrees to keep from harm all necessary metering, pressure regulating, backflow, and all other devices supplied by the District. The User agrees that such devices will be installed by a certified plumber and adhere to the North Dakota State Plumbing codes. The User agrees that all such devices supplied by the District are owned, operated, and maintained by the District. The User agrees to keep all metering, pressure regulating, and back flow devices in a place where they will be out of danger from freezing or tampering. The User also agrees that if such metering, pressure regulating, backflow, curb stops and other devices are found to be tampered with, damaged or to have frozen, the User will be responsible for the charges to replace such devices. If the meter fails to register water it is the Users responsibility to contact the District in a timely manner, the District will make any necessary repairs to the water meter. The District will also have the authority to estimate water usage that has not been billed due to the malfunctioning meter and make proper adjustments to the consumers' water bill.

The meter assembly must be installed and left available to be in an open or workable area. If the assembly has been enclosed, the User will be responsible for moving such enclosure or obstacles for the serviceman to gain a workable area for servicing.

The water service if installed to the Districts specifications shall become the property of the District from the water main through and including the curb stop. The District is responsible for the cost of maintenance, repair and if necessary replacement of this portion of the water service line. The water service from the curb stop to the building/home is the responsibility of the property owner, all maintenance, repair and if necessary replacement of the water service.

The District has the authority to have the Users water service repaired, if leaking, and the User will be responsible for the repair expenses. If the User does not pay the Contractor for the repair expenses, the District will reimburse the Contractor for the repair expenses and these expenses will be added to the Users water monthly billings.

The District will supply the water meter and backflow preventer. The District will install the meter assembly or the User can have their Plumber install the Meter, with District approval/inspection.

The User is responsible for the sewer service from the sewer main to the building/home. The User is responsible for the costs of maintenance, repair and if necessary replacement of the sewer service for the sewer main to the building/home.

The User will make all necessary arrangements for the construction of the Water & Sewer service lines from the mains to the building/home. The User agrees that the cost of installation of the service lines from the mains to the building/home will be the full responsibility and expense of the User. The User and the District shall jointly determine the proper location of the curb stop, which should not be placed in a driveway if possible.

All other terms and conditions relating to the service lines shall be held in compliance with all state and federal agencies, bylaws and policies of the District.

The User agrees that the District will be the exclusive provider of water and sewer service to the property, provided that on site wells may be used for non domestic use.

The User grants the District the right of ingress and egress over the adjacent lands or properties of the User, his successor for the purpose of maintaining, operating, inspecting, repairing, erecting, constructing, or any other means to operate the services provided by the District. This shall include the right of entry to the Users property/Home to maintain and install the water meter, pressure regulating, and backflow or other devices.

The User agrees that with this agreement, the terms and provisions of the Districts Bylaws, policies and Regulations now existing and ad hereinafter amended and adopted shall constitute a contract between the User and the District, and both parties are bound by such contract as fully as though each had individually signed a separate instrument containing such terms and provisions.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(User)

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(User)

**“FOR REVIEW ONLY”**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
(District Representative)