

Water User's Agreement

This agreement is made and entered into on the date this agreement is executed between the Village of West Salem, 27 S. Main St, West Salem, OH 44287 and the Signer(s) hereof. The parties signing this Agreement understand that the Village of West Salem will supply water service to the Owner, and where applicable, Owner's Tenant, at the service address listed above, under the terms and conditions listed in this Agreement. 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. **Stipulations:**
 - a. There will be one statement sent to the service address listed above, or to the billing address if different from the service address.
 - b. Notice of obligation to pay for water delivered to point of connection occurs when water is delivered to the service address, regardless of user and regardless of failure to receive an invoice or to be notified of non-payment or delinquency of payment. Any notice sent to a Tenant or to a service or billing address is understood to be notice to the Owner.
2. **Owner agrees as follows:**
 - a. To pay or be responsible for payment of water delivered to the service address at the point of connection to the service line at the rate then existing and according to such payment schedules, terms and conditions as established by the Village of West Salem regardless of the party or parties using or consuming water being supplied;
 - b. To pay all invoices within twenty days (20) days of the due date established by the Village of West Salem. A late charge shall be added for late payment. Late payment means any payment not received by the Village of West Salem 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;
 - c. To permit the Village of West Salem, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited 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 the Village of West Salem;
 - d. That the Village of West Salem has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Owner in the event that an unauthorized connection or use of the Village of West Salem's water lines or systems is made, or in the event the Village of West Salem, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Owner's premises;
 - e. That the Village of West Salem has the right to terminate services, including the provision of water to Owner, in the event Owner has failed to pay the water bill;
 - f. In the event service is terminated, and subject to the right of the Village of West Salem to refuse to restore water services, Owner will be required to pay a reconnection charge as applicable and such other charges the Village of West Salem incurs in the connection;
 - g. To comply with all policies, rules and regulation of the Village of West Salem, regardless of date of adoption, relating to the use and consumption of water and services supplied to Owner by the Village of West Salem pursuant to this agreement.
 - h. Owner further agrees that in the event the Village of West Salem requests an easement in, over and across Owner's property for the purpose of extending or installing its water lines to improve, maintain and service the Village of West Salem's water system and customers, Owner shall grant such easement without additional compensation other than the Village of West Salem's commitment to restore the surface of the easement area to das good or better condition as it was prior to the extension or installation of the water line(s).
 - i. In the event the Owner fails to timely pay the water bill, Owner will be responsible for any and all costs associated with the Village of West Salem's collection efforts, including without limitation court costs, collections costs, and/or legal fees.
3. **If applicable, Tenant agrees as follows:**
 - a. To pay the Village of West Salem a water supply and payment deposit as set by the Village of West Salem. Tenant agrees that such deposit may be applied by the Village of West Salem toward the account, the final invoice, or toward any unpaid delinquent water bill, service fee or expense attributable to Tenant. Tenant agrees that no interest shall accrue or be payable on said deposit during the term of this agreement;
 - b. To pay all invoices within twenty days (20) days of the due date established by the Village of West Salem. A late charge shall be added for late payment. Late payment means any payment not received by the Village of West Salem 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;
 - c. To permit the Village of West Salem, its agents and representatives, full and unrestricted access to the premises being serviced pursuant to this agreement, including but not limited 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 the Village of West Salem;
 - d. That the Village of West Salem has the right, with or without notice to terminate, interrupt, discontinue, limit and restrict services, including the provision of water to Tenant in the event that an unauthorized connection or use of the Village of West Salem's water lines or systems is made, or in the event the Village of West Salem, in its sole discretion, determines that the integrity and or safety of its system has been compromised or threatened as a result of an unauthorized use of its lines or systems, near or adjacent to the Tenant's premises;
 - e. Owner has access to account statements of Tenant at any time;
 - f. That the Village of West Salem has the right to terminate services, including the provision of water to Tenant, in the event the water bill has not been timely paid;
 - g. In the event service is terminated, and subject to the right of the Village of West Salem to refuse to restore water services, Tenant will be required to pay a reconnection charge as applicable and such other charges the Village of West Salem incurs in the connection;
 - h. To comply with all policies, rules and regulation of the Village of West Salem, regardless of date of adoption relating to the use and consumption of water and services supplied to Tenant by the Village of West Salem pursuant to this agreement.
 - i. In the event the Tenant fails to timely pay the water bill, Tenant will be responsible for any and all costs associated with the Village of West Salem's collection efforts, including without limitation court costs, collections costs, and/or legal fees.
4. **Election of Remedies:**
 - a. Any Owner or Tenant who brings an action against the Village of West Salem may not bring any other action or proceeding under the common law, Federal Law, State Law, Township, Village, or any other municipal law, that seeks monetary or nonmonetary compensation by reason of the same subject matter; and
 - b. Any Owner or Tenant who brings an action against another entity under the common law, Federal Law, State Law, Township, Village, or any other which would otherwise be cognizable, may not recover from the Village of West Salem for such claim.

I fully understand and agree to all the provisions of this contract. All information given by me is true. I understand that the Village of West Salem has relied on my representations and commitment to be bound by this agreement in providing water pursuant to this agreement.

Contracting Party

Village of West Salem

By: _____
Owner

By: _____
Authorized Representative

By: _____
Tenant

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