

ARCHIBALD WATER SYSTEM, INC.

P. O. BOX 27

ARCHIBALD, LA 71218

(318)248-3609 Office; (318)669-0913 Operator; (318)547-6173 President

"This institution is an equal opportunity provider"

website: www.archibaldwatersystem.com

APPLICATION FOR SERVICE

NAME: _____

MAILING _____

ADDRESS: _____

(Check as appropriate)

() Residence

() Rental Property

() Commercial

() Other (Specify Below)

PHONE NO.: _____

E-MAIL: _____

911 ADDRESS

Location of property to be served: _____

Is the property adjacent to present water mains or collection lines operated by the System:

() Yes () No

If no, where is the nearest line(s) located? _____

Have you previously received service from this system?

() Yes () No

If yes, were any delinquent charges left unpaid? () Yes () No

I agree by signing this application to execute a "Users Agreement" wherein I pledge to abide by the rules and regulations adopted by the membership/public body.

DATE: _____

X _____

SIGNATURE

.....
Race National Origin of Applicant Ethnicity of Applicant Gender of Applicant

() White () Black () Other () Hispanic of Latino () Male

() American Indian or Alaskan Native () Not Hispanic or Latino () Female

ARCHIBALD WATER SYSTEM, INC.

WATER USERS AGREEMENT

This agreement, between the Archibald Water System, Inc. non-profit Corporation, hereinafter called the Association and _____, a member of the Association hereinafter called the Member.

WITNESSETH

WHEREAS, the Member desired to purchase water from the Association, and to enter in a water users agreement as required by the ByLaws 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 set out in Rules and Regulations and ByLaws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

The Member hereby grants the Association its successors or assigns a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10 feet from the road right-of-way.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The 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 System is of sufficient capacity to permit the delivery of water at that point.

The Member agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valves and water meter.

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 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. In the event this total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Members, the Association must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The member agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the Member by the Association. Water charges to the Member shall commence on the date that the service is made available.

The Board of Directors shall have the authority to sell the membership of any Member in the event of nonpayment of any charges or assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent Members. The proceeds of any sale of membership over and above the amount due the Association shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership in behalf of the Association at a price determined by the Board to be the fair value of the membership or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due the Association by the delinquent Member.

In the event the Member shall breach this contract by (1) refusing or failing, without just cause to connect his service line to the Association's distribution system as set forth above, or (2) refusing or failing without just cause to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events, the Member agrees to forfeit this membership fee.

- The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
- (1) Nonpayment within ten days from the due date will be subject to a penalty of five percent (5%) of the delinquent account.
 - (2) Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property.
 - (3) In the event it becomes necessary for the Association to shut off the water from a customer's property, a fee of \$75.00 will be charged for a re-connection of the service.
 - (4) In WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20_____
- in duplicate of original.

ATTEST:

BY: _____
PRESIDENT

MEMBER

ARCHIBALD WATER SYSTEM, INC.

P.O. BOX 27

ARCHIBALD, LOUISIANA 71218

SERVITUDE AND RIGHT OF WAY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF RICHLAND

BE IT KNOWN that we, the undersigned property owners, _____

herein referred to as "Grantor" do hereby grant unto the Archibald Water System, Inc., a Louisiana non-profit corporation, domiciled in Richland Parish, Louisiana, herein referred to as "Grantee", its successors and assigns, a perpetual servitude and right to install and thereafter use, operate, maintain, inspect, repair, replace and remove water pipelines and appurtenant facilities in, over and upon a strip of land ten (10) feet in width, lying parallel and adjacent to the public right of way of Louisiana Highway 132 west of Mangham of Richland Parish, Louisiana.

This grant of servitude is granted, together with all rights of ingress and egress over adjacent land for the purposes identified above.

This servitude is made and accepted for and in consideration of the value of the availability of water supplied to the Grantor's property.

The Grantee is responsible for restoring the property, after any activity performed by or authorized by the Grantee, to at least an equal condition that exist on the date signed by the grantor.

WITNESS:

GRANTOR:

DATE

