

NEW USER CONNECTION AGREEMENT

This New User Agreement (the "Agreement") is made and entered into this ____ day of _____ 20__, by and between the Montgomery County Regional Water and Sewer Board, hereinafter referred to as "Board," and _____, hereinafter referred to as "Customer," with an address of _____, hereinafter referred to as "Customer Property."

WHEREAS, Board is performing new connections around Customer's neighborhood (the "Project"), and Board is offering certain Privileges to Customer in exchange for Customer making the Payment and granting the Right of Entry (all as defined below); and,

WHEREAS, Customer desires to accept the offer and make the Payment and grant the Right of Entry in order to obtain sanitary sewer services from Board;

NOW, THEREFORE, the parties agree as follows:

1. Work.

"Work" means: Connecting Customer's structure to the Sewage Disposal System per the Wastewater Terms and Conditions (Appendix A-sewer use and rate ordinances, as amended, attached and incorporated by reference);

- A. This agreement is intended to be for residential customers. However, small businesses may qualify or partially qualify for the program. A small business is defined as a commercial enterprise or housing rental structure that uses up to 4 EDU's as defined by Board's rate ordinance. The Board shall only be responsible for one connection per structure per land parcel.

2. Offer; Payment Terms.

- A. Customer agrees below:
 - 1. Customer signs New User Agreement.
Customer pays all installation and connection costs/fees. Customer shall utilize a Contractor approved by the Board, and Customer agrees to utilize labor, equipment and materials approved by the Board.
- B. Customer agrees to pay a connection fee of \$_____ in one lump sum payment on or before the due date on the confirmation that Board will send to Customer (the "Due Date");
- C. Customer agrees to start paying a monthly sewer use bill commencing 30-60 days following the connection inspection in accordance with the current rate ordinance.

3. Right of Entry.

For the purposes stated herein and for no other purpose, Customer grants to Board, any employee, contractor, and contractor's subcontractors a right of entry onto the Customer Property for the purpose of performing and inspecting the Work, and performing any maintenance work.

4. Assignment.

Customer is not allowed to assign this Agreement to any other person without the written consent of the Board. This Agreement is binding on the heirs, successors and assigns of the parties.

5. Customer Representation and Warranties.

Customer represents and warrants that he or she is, or they are, the owner(s) of the Customer Property and therefore has (or have) sole and exclusive right to grant and convey the Right of Entry described above and to provide Board, its contractor, and its contractor's subcontractors with all rights and privileges necessary to complete the Work. Only the owner(s) of the Customer Property are allowed to enter into this Agreement. Renters and others are not allowed to sign this Agreement. Customer represents that he or she has the following minimum electrical panel requirements for hook-up: 30 Amp/240 volt panel: Four (4) wire service: Open double-pole circuit breaker.

6. Miscellaneous.

a. Governing Law; Litigation.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Indiana. Litigation associated with or arising under this Agreement is allowed to be filed only in the state courts located in Montgomery County, Indiana.

b. Environmental Liability.

Customer agrees that neither Board nor its contractor nor its contractor's subcontractors shall be liable for environmentally related claims arising from or related to conditions on the Customer Property prior to the beginning of the Work.

c. Entire Agreement; Amendments.

This Agreement and the Wastewater Terms and Conditions are the documents that set forth the entire agreement and understanding between Customer and Board. Customer and Board agree that no other agreements or promises, verbal or written, exist between them. This Agreement may be amended only by the express, written agreement of both Customer and Board.

7. Notice.

Board will send Customer the confirmation and Due Date for the Payment, and the acknowledgment of receipt of that Payment, to Customer's address. Other notices given pursuant to this Agreement will be in writing and either mailed by regular, certified mail, or delivered by a nationally recognized overnight courier service to the other party's address as follows:

If to Customer: Notice to Customer will go to the Customer Property address unless Customer's residential or business address is different. If so, please insert Customer's preferred address for notice below:

Phone Number:

If to Board: Montgomery County Regional Water & Sewer Board
110 W South Blvd
Crawfordsville, IN 47933

ATTN: New User Connection

8. Maintenance Program Plan.

- A. **With regards to grinder station/low pressure sewer connections**, Board will provide a maintenance program plan from the time of installation which will cover the parts and labor for repair and replacement (if required) of the grinder pump system and apparatus at a monthly cost of \$6 per month per pump. This monthly fee will appear as a charge on Customer's monthly sewer bill from the Board.
- B. In furtherance of this provision, Customer grants to Board a right-of-entry for the purpose of providing the service identified herein. If the grinder pump fails due to misuse or abuse, then the Customer will be liable for any damages including the cost of materials, labor and equipment caused by such misuse or abuse caused by any person whatsoever. In no event shall Board be liable for any damages, incidental or consequential damages as a result of the installation, operation, and/or maintenance of the grinder pump system. Customer acknowledges and agrees that failure of Customer to pay costs associated with the Maintenance Program Plan or failure of Customer to allow the Board and its representatives to enter Customer's property, may result in Customer being removed from the program and loss of program fees paid.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of this ____ day of _____ 20__.

CUSTOMER:

MONTGOMERY COUNTY
REGIONAL WATER & SEWER BOARD:

By: _____
Signature / Date

Signature(s) / Date

Title

Print Name

Print Name(s)

Address