

NEW USER CONNECTION AGREEMENT

This New User Agreement (the "Agreement") is made and entered into effective as of the last date of execution by the parties, by and between the Montgomery County Regional Sewer District, hereinafter referred to as "MCRSD," and _____, hereinafter referred to as "Customer," with an address of _____, hereinafter referred to as "Customer Property."

WHEREAS, the MCRSD is offering certain privileges for new customers to connect to the utility and,

WHEREAS, Customer desires to accept the privileges in order to obtain sanitary sewer services from MCRSD;

NOW, THEREFORE, the parties agree as follows:

1. Work.

"**Work**" means: Connecting Customer's structure(s) 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 MCRSD's rate ordinance. The Board shall only be responsible for one connection per structure per land parcel except as otherwise agreed in writing between MCRSD and Customer.
- B. The work shall be defined to include (check one box below)
 - _____ low pressure connection with a grinder station
 - _____ gravity connection with a clean out
 - _____ other: _____

2. Offer; Payment Terms.

- A. Upon execution of this Agreement, Customer agrees to pay for all application fees, permits fees, and connections fees in accordance with the current ordinance(s). Payment is due within 30 days of acceptance of this Agreement by the MCRSD.
- B. Customer agrees that this work will entail _____ EDU's and agrees to pay a monthly sewer use bill starting the same month of the connection inspection in accordance with the MCRSD's current rate ordinance.
- C. Customer promises to make connection to MCRSD's sewer service within 90 days of this Agreement's effective date.

3. Cost of Installation.

Customer shall be responsible for paying the cost of installing any equipment that is necessary for the provision of sanitary sewer service to the Property.

4. Right of Entry.

MCRSD and its agents shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, MCRSD's service, provided that, except in the event of an emergency, MCRSD will provide reasonable notice to any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, MCRSD does not, in any way, have or assume any obligation to maintain any facilities not owned by MCRSD.

5. Maintenance Program Plan.

- A. With regard to grinder station or low pressure sewer connection, MCRSD 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 MCRSD.
- B. In furtherance of this provision, Customer grants to MCRSD 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 MCRSD 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 MCRSD and its representatives to enter Customer's property, may result in Customer being removed from the program and loss of program fees paid.

6. 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, personal representatives, trustees, guardians, successors and assigns of the parties.

7. 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.

8. MCRSD's Liability.

Absent gross negligence, MCRSD will not be liable for any damage resulting from MCRSD's sewer

service on and around the Customer Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events.

9. Recovery of Attorney Fees.

MCRSD is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

10. Miscellaneous.

- a. **Binding on Successors and Assigns.** The parties agree that MCRSD's service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.
- b. **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.
- c. **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.
- d. **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.
- e. **Amendment and Waiver.** Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- f. **Counterparts.** This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.
- g. **Captions.** The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.
- h. **Severability.** If any provision of this Agreement is found by a court of competent

jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Notice.

All 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 MCRSD: Montgomery County Regional Water & Sewer Board
ATTN: Lori Dossett
1880 Constitution Row, Crawfordsville, IN 47933

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last date of execution by the parties.

CUSTOMER

MCRSD

Signature(s) / Date

Signature(s) / Date

Title

Title

Printed Name

Printed Name

Address

Address