

**EAST MONROE WATER CORPORATION  
MEMBERSHIP AGREEMENT**

This agreement between EAST MONROE WATER CORPORATION, which is a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the CORPORATION, and \_\_\_\_\_ a member of the Corporation, hereinafter called the MEMBER;

WITNESSETH

WHEREAS, the Member desires to purchase water from the Corporation and to enter into a water users agreement as indicated below.

- (a) Member agrees to abide by all the BY-LAWS, RULES and REGULATIONS of the Corporation. Member shall pay special attention to section VI: Member’s Responsibility of the “Rules and Regulations”. These include important member obligations such as maintaining unobstructed meter locations and having properly installed and inspected back flow prevention devices (where required).
- (b) Water furnished for a given lot or farmstead shall be used on that lot only. Water used for commercial purposes shall be metered separately from that used for residential purposes, and vice versa. This applies whether the water is being used in the same or separate buildings.
- (c) Member shall install and maintain at his own expense a service line which shall begin at the metering point located at the property line of the member.
- (d) The Member shall pay for water as shall be determined by the Corporation.
- (e) The Member agrees to provide the Corporation, without charge, but in consideration of the execution of the agreement by the Corporation, such recorded easements and right-of-way as may be required for the purpose of installing, maintaining, removing or relocating such water transmission lines as the corporation may require.
- (f) Failure of a member to pay water charges duly billed, shall result in the automatic imposition of the following penalties:
  - (1) Non-Payment within ten (10) days from the due date, indicated on bill, will be subject to a penalty of ten (10) percent.
  - (2) Non-Payment within thirty (30) days from the due date shown on the bill will result in the water being shut off from the Member’s property.
  - (3) Non-Payment for sixty (60) days after the original due date will allow the Corporation, in addition to all other rights and remedies to purchase the Member’s Membership Certificate and terminate his membership and in such event the Member shall not be entitled to any rights under this agreement.
  - (4) In the event it becomes necessary for the Corporation to shut off the water to a Member’s property, a reconnect fee of no less than fifty dollars (\$50.00) shall be assessed the Member.

The Corporation shall furnish, subject to limitations provided for, such reasonable quantity of water for use as indicated in paragraph (b) above, to the Member for use at the following described property or address:

\_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

The Member’s service line shall be connected with the distribution system of the Corporation at the place agreed to by Member and the Corporation, provided the Corporation has determined in advance that the system has sufficient capacity to permit delivery of the required amount of water at that point. No portion of a septic system may be located within 10’ feet of a corporation distribution line or the Member’s service line.

The Corporation shall purchase and install a cutoff valve and meter for each service line. The Corporation shall retain ownership of, and have exclusive right to the use of such cutoff valve and water meter.

The corporation shall have final jurisdiction in any question regarding location of any service line connection to the distribution system; it shall determine the allocation of water to Members in the event of a water shortage.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE \_\_\_\_\_ Member

SIGNATURE \_\_\_\_\_ Spouse

ATTEST: \_\_\_\_\_  
Secretary-EMWC President-EMWC