

USER'S CONTRACT

Calhoun County Rural Water District (Phase V), Illinois

Your local officials are making efforts to develop a Rural Water system for the area. To determine the feasibility and the desire for such services, you are asked to make the following agreement:

I desire service for my _____ located at
(home, business, farm)

I agree to pay to the Calhoun County Rural Water District, Hardin, Illinois, an advance connection fee in the amount of **\$50.00** Dollars; **\$250.00** Dollars upon demand. I also agree to provide an easement for a water/sewer main across my property.

I agree to become a customer of the system as soon as service is available to my property and pay the charges required by the rules, rates and regulations to be adopted by the governing board. In the event I breach this contract by refusing or failing, without just cause, to connect to the system or pay the minimum monthly rate, I understand that I forfeit my initial connection fee. Should I desire service at some later time I understand that I must pay the connection fee in effect at that time. I further understand that unpaid bills shall constitute a lien upon my real estate and legal action can be pursued to collect the delinquent charges.

In the event the required number of users are not obtained or for some other reason the project cannot continue, the user fees will be used to pay organizational, legal or engineering expenses. After paying all expenses, any remaining connection fees will be prorated to each depositor.

If requested, I/We, hereby shall grant the District a perpetual easement in, over and upon, any land in which I/We have any ownership interest (this includes land I/We currently have or in the future obtain any ownership interest in) with the right to erect, maintain, replace/remove water pipelines and appurtenances. I further agree that any unpaid bills by either myself or any interested parties occupying said property shall constitute a lien against this real estate as described above.

I/We understand and agree that water service shall not be initiated until all costs and bills associated with installation of the water line are paid in full.

I/We further agree that in the event that either party is forced to hire an attorney or any other individual to enforce this agreement, the losing party shall be responsible and shall pay the all of the prevailing parties expenses and cost associated with same.

Dated this _____ day of _____, 2009.

Signature

FOR STATISTICAL PURPOSES ONLY: (Optional)

White, not of Hispanic Origin_____; Black, not of Hispanic Origin_____; American Indian or Alaskan Native_____; Hispanic_____; Asian or Pacific Islander_____

RECEIPT FOR ADVANCE CONNECTION FEE DEPOSIT

The Calhoun County Rural Water District hereby acknowledges receipt of \$_____, from _____ representing an advance connection fee deposit, subject to the terms and conditions contained in the User's Contract.

Date: _____
Representative