

**RURAL WATER DISTRICT NO. 2, CASS COUNTY, NEBRASKA, P.O. BOX 195, ELMWOOD, NE 68349**  
**PHONE 402-994-2555**

**APPLICATION FOR WATER SERVICE AND WATER USER'S AGREEMENT**  
**FOR RURAL WATER DISTRICT NO. 2, CASS COUNTY, NEBRASKA**

NAME \_\_\_\_\_

NO. \_\_\_\_\_

The undersigned, being the owner of land located within the above Rural Water District (or to be annexed to said District), hereby makes application to said District for water service and if water is available by said District, agrees to the following conditions:

1. Purchase a benefit unit for water service at the unit price of \$ for each standard sized unit which is a 5/8" x 3/4" meter. Larger than standard sized units will be negotiated between the Board of Directors of the Water District and the applicant. Payment of the benefit unit must accompany this application. Upon acceptance of the applicant as a user of the District, said consideration shall in no event and under no circumstance be refunded to the subscriber. If the undersigned is not accepted as a user of the District, said consideration shall be refunded less any expense incurred by the District to determine the feasibility of service to the undersigned.

2. **Pay a minimum monthly charge** for each water service and pay for additional water used at the rate set out in the Rate Schedule as adopted or later amended by the Board of Directors of the District. Payment of said charges to start on the date the undersigned connects his service to the District's distribution system or no later than 30 days from the date that written notice by the District to the undersigned that water service is available for the undersigned's use.

3. **The failure to make good faith use of water from the system**, even though the minimum payment is made, shall be grounds for termination of the subscriber's rights under the benefit unit if the Board of Directors of the District determines that other users have need for additional water or other applicants will make use of water which is available through the system if they are issued benefit units. In the event of such failure to use water, the benefit unit rights of the subscriber shall not be terminated sooner than two (2) years from the date of written notice as to the availability of water service. Notice of termination, stating the grounds therefor, shall be given to the subscriber in writing at least thirty (30) days before termination of the benefit unit.

4. **Water users will be mailed billings the end of each month and are to remit payment of the month's water bill no later than the 5th day of the following month. Bills not paid by the 15th of the month shall be subject to a 10% late fee.**

5. **The water service supplied by the District shall be for the sole use of the undersigned**; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another nor will he resell or submeter water to any other customer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

6. **The undersigned agrees that he will voluntarily sign an easement** for water lines and necessary appurtenant facilities in, over, under, and upon the below described land, granting the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the subscriber for the purpose of ingress to and egress from the below described property.

7. If, after water service is made available, the same is discontinued or disconnect for any purpose, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the District. **In no event shall the unit price be refunded after disconnection.**

8. **Cross connections shall not be permitted**, nor shall there be any physical connection between any private water system and the water system of the District. There shall be no physical connection between any holding tank or reservoir intended for non-potable liquid, unless such connection is protected by a back-flow prevention device approved by the State Health Department. Representatives of the District shall have the right at all reasonable hours to enter upon the consumer's premises for the purpose of inspection and enforcement of these provisions. Violation of these provisions shall constitute reason for disconnection for the consumer's service.

9. The laws of the State of Nebraska, the Bylaws of the District and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time, are made a part of this agreement as though fully set out herein.

10. The tract to which the benefit unit is to be assigned is specifically described as follows:

Give legal description and show on diagram. County \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Range \_\_\_\_\_ Block # \_\_\_\_\_ Lot # \_\_\_\_\_ Subdivision \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

You may show the boundary of the property and desired location of your water meter.

11. Applicant's Water Needs:

Number Persons	Livestock (type)	Number
_____	_____ (Dairy Cattle, Hogs, Horses, Sheep, Poultry, Other)	_____

12. I expect to obtain \_\_\_\_\_% of my daily water requirements from the Rural Water System.

\_\_\_\_\_ Date

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_ Current Mailing Address

OPTIONAL --

Additional information:

Spouse Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Spouse Work Phone: \_\_\_\_\_