

# MEMBER AGREEMENT

HOGAN WATER CORP. 409 Second St, Aurora, IN 47001

THIS AGREEMENT, made between the HOGAN WATER CORP., a not-for-profit corporation, organized and existing under and by the virtue of the laws of the State of Indiana, hereinafter referred to as "Supplier" and \_\_\_\_\_, AND \_\_\_\_\_, a user(s)/subscriber(s) of the Supplier services hereinafter called the "Member": (Should be signed by users at the property who are legally responsible for the cost of the water service. Account discussions can only be held with the signed Member(s).)

WITNESSETH:

WHEREAS: the Member(s) desires to purchase water from the Supplier, and to enter into this Agreement as required by the Bylaws and Articles of Incorporation of the Supplier. Any bona fide occupant of the property reasonably accessible to the Supplier source may be a Member of the Corporation by obtaining a Certificate of Membership and paying a New Member Lifetime Fee of one hundred dollars (\$100.00) provided that this person otherwise eligible shall be permitted to subscribe for service of the Supplier if the Supplier's water system is not exhausted by the needs of existing Members.

NOW THEREFORE, in receipt of good and valuable consideration and mutual covenants, promises and agreements herein contained, it is hereby agreed and understood THAT; the

SUPPLIER:

1. Shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the Member may desire in connection with Member occupancy of the following described property hereinafter called the "Premises", located at \_\_\_\_\_ (deed may be attached);
2. Shall ensure installation of a cutoff valve and water meter for each service. Such cutoff valve and water meter shall be installed at a point convenient to the Supplier so that the water meter and cutoff valve can be accessed by the Supplier and its authorized representatives for the purpose of reading the meter, maintenance, or other service deemed necessary by the Supplier. The Supplier shall retain ownership of and have exclusive right to use such cutoff valve and water meter including the right to turn said valve on and off. All taps or services must be approved by the Supplier in advance of installation. The Member shall be required to pay the prevalent tap fee of one thousand five hundred dollars (\$1,500.00) for each new service line. Supplier is responsible for providing service & maintenance up to the point one (1) foot past the meter pit discharge side. Member is responsible for cost and maintenance from the point one (1) foot past the meter pit discharge side to usage;
3. Shall have final jurisdiction in any question of location of any service line connection to its distribution system;
4. Shall determine the allocation of water to Members in the event of a water shortage;
5. Shall make special meter readings at the request of Member for a fee of fifty dollars (\$50.00), provided, however, that if such special reading discloses that the meter was misread no charge will be made. The Member shall be responsible for any additional water usage and costs associated with the request. Meters will be tested at the request of the Member upon payment to

the Supplier of the actual costs for the test. If a seal of a meter is broken by anyone other than the Supplier's representative or if a meter fails to register correctly or is stopped for any cause, the Member shall pay an amount estimated from the record of Member's previous bills and/or from other proper data;

6. Will not be responsible for damages incurred to Member's service lines, fixtures, personal property, water loss and interior and/or exterior components of any dwelling;
7. Shall notify the Members of any anticipated interruptions of service when time and conditions permit the Supplier to do so.

**MEMBER:**

1. Shall grant and convey or cause to be granted or conveyed to the Supplier, without charge but in consideration of the execution of this Agreement by the Supplier and by this instrument, a permanent easement and Right-of-Way across any property owned or controlled by the Member wherever said permanent easement and Right-of-Way may be required by the Supplier for the purpose of installing, maintaining, removing and relocating such water transmissions lines as the Supplier may require so as to furnish service to the Member;
2. Agrees the Member's service line shall connect with the distribution system of the Supplier at the nearest place of desired use by the Member, provided the Supplier has determined in advance that the Supplier's system is of sufficient capacity to permit adequate delivery of water to that point;
3. Shall install and maintain at Member's own expense a service line and pressure regulator, and said service line shall begin at a point one foot past meter pit discharge side on the Member's property and extend to the primary dwelling on the Premises. The Member agrees that no part of said service line to or within the Member's Premises will be connected with any sources of water other than Supplier's distribution system;
4. Agrees that Member will not permit the connection directly or indirectly to the service line or any line which will provide water service to any dwelling unit of any kind other than the primary dwelling located on the Premises. The Member will not sell, give, or permit the water delivered under this Agreement to be used as a supply for any dwelling other than the primary dwelling located at the above Premises without prior written agreement of Supplier;
5. Shall pay Supplier for such water as billed to the Member at such rates, time and place as determined by the Supplier;
6. Shall hold Supplier harmless in the event the system pressure rises above normal operating parameters;
7. Shall guarantee proper protection for the Supplier's property placed on the Member's Premises, to include, but not limited to not driving over or parking upon the meter or obstructing the meter in any manner. Member shall permit access to Supplier property only by an authorized representatives of the Supplier;
8. Shall pay the cost of repair for any loss or damage to the property of the Supplier with the amount of such loss or damage or the cost of repairs added to the Member's bill. In the event costs are not paid, then services shall be disconnected.

MEMBER AND SUPPLIER hereby agree to be bound by the following rules and regulations

1. **DELINQUENCIES.** If the net bill is not paid by the 17<sup>th</sup> day of the month in which it was mailed, it shall become a delinquent bill and a late payment charge may be added in the amount of fifteen percent (15%) of the amount delinquent;

2. ESTIMATED BILLING. Supplier may estimate the bill of Member for good cause, including, but not limited to: request of Member; inclement weather; labor disputes; inaccessibility of a Member's meter if Supplier has made a reasonable attempt to read it; and other circumstance beyond the control of the Supplier;
3. VOLUNTARY DISCONNECTION OF SERVICES. Member shall notify Supplier at least three (3) business days in advance of the day disconnection is desired. Member shall remain responsible for all service used until service is disconnected;
4. METER READING-BILLING-COLLECTING. Bills shall be sent out monthly, but the Supplier reserves the right to vary the dates or length of period covered, temporarily or permanently. Bills for the water will be figured in accordance with the Supplier's rate schedule. Bills are due when rendered and considered delinquent if not paid in full by the 17<sup>th</sup> of each month. If full payment is not made by the due date, the Supplier may or may not give a Member written notice specifying the delinquency. Failure of the Member to promptly pay such delinquent bill shall result in disconnection. Failure to receive bills or notice shall not prevent such bills from becoming delinquent nor relieve the Member from payment;
5. VIOLATIONS. Violation of any of these rules and regulation or Bylaws of the Supplier shall permit the Supplier to remove the meter and disconnect service. A re-installation charge of one hundred and twenty five dollars (\$125.00) shall be paid to resume service;
6. INVOLUNTARY DISCONNECTION OF SERVICE. Supplier reserves the right to discontinue services without prior notice for the following reasons:
  - (a) emergency repairs;
  - (b) if a condition dangerous or hazardous to life, physical safety or property exists;
  - (c) fire, flood, accident, or any other unavoidable cause;
  - (d) insufficiency of supply due to circumstances beyond Supplier's control;
  - (e) by direction of public authorities, upon order of the court or any other legal process;
  - (f) if fraudulent or unauthorized use of water is detected and Supplier suspects Member;
  - (g) if Supplier suspects tampering of Supplier's equipment by the Member;
  - (h) Member willful disregard of requirements in this Agreement or other Supplier rules;
  - (i) Non-payment of a delinquent charges after notification;
7. RECONNECTION AFTER DELINQUENT CHARGES ARE PAID. Supplier shall charge a reconnection fee of eighty dollars (\$80.00). Supplier shall reconnect the service to the Member as soon as reasonably possible, but within the next business day after it is requested to do so; provided however, the Supplier shall not be required to reconnect the service until:
  - (a) conditions, circumstances, or practices which caused disconnection have been corrected;
  - (b) payment of all delinquent charges and fees, and reconnection fees are paid;
  - (c) and a responsible person is present at the Premises at time of reconnection to insure that all water outlets are closed to prevent damage from escaping water;
8. CONTINUED NON-PAYMENT. The non-payment of a net bill for thirty (30) days after the original due date will allow the Supplier to terminate this Agreement and, in such event, the Member shall not be entitled to receive, nor the Supplier obligated to supply, any water under this Agreement. Supplier may remove the water service completely. If the Member thereafter pays all water charges in arrears, all penalties charged against the Member, and the current reconnection fee, the Member shall then be entitled to a resumption of water services subject to all rules and regulations of the Supplier.

#### GENERAL AGREEMENTS:

1. Duly authorized agents of the Supplier shall have access, at any time to the Premises of the Member for the purpose of installing or removing Supplier property, making necessary repairs, inspecting piping, reading or testing meters, or for any other purpose in connection with the Supplier's services and facilities;
2. The Supplier reserves the right to refuse service unless Member's lines or piping are installed in such a manner as to prevent cross-connection or back flow;
3. Supplier may, in addition to other legal rights, permanently refuse services to any Member who tampers with a meter or other measuring device, or fails to pay for Supplier meter or related equipment damaged;
4. The Supplier shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's Premises unless such damage results directly from negligence of the Supplier. The Supplier shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the Member's Premises. The Supplier shall not be responsible for negligence of third persons, or forces beyond control of the Supplier resulting in any interruption of service. The Supplier will not be responsible for low, high or alternating water pressure;
5. If a Member believes the Member's bill is in error, the Member shall present the Member's claim in person or in writing to Supplier before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing the discontinuance of service, as heretofore provided. The Member may pay the bill under protest and said payment shall not prejudice the claim;
6. No promise, agreement or representation of any employee of the Supplier shall be binding upon the Supplier except as it shall have been agreed upon in writing, signed and accepted by the Supplier's Board of Directors.

IN WITNESS WHEREOF, the Board of Directors of the HOGAN WATER CORP. have hereunto executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HOGAN WATER CORP.

By \_\_\_\_\_  
President, Board of Directors

MEMBER ACKNOWLEDGES RECEIPT OF THIS AGREEMENT:

\_\_\_\_\_  
MEMBER SIGNATURE (Primary contact)

\_\_\_\_\_  
MEMBER SIGNATURE (Secondary Contact)

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PH/CELL: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

PH/CELL: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Certificate of Membership**  
**HOGAN WATER CORP.**

This signed document serves as your Certificate of Membership