

Bassfield Water Dept. Application for Businesses

Name of Business: _____

Business Owner: _____

Physical Address: _____

Billing Address: _____

Phone Number(s) _____

Driver License number or Social Security number:

Is this business tax exempt? _____ (must provide exemption letter, if applicable)

Is this a new meter connection or an existing meter? New _____ Existing _____

Will the property require garbage pick up by the city/town of Bassfield? _____

Is the property connected to city sewage? _____

What county is the property in: _____

What district is the property in: _____

WATER USERS' AGREEMENT

This agreement entered into between the Town of Bassfield, a nonprofit corporation, hereinafter called the "Association," and

_____ member(s) of the Association, hereinafter called "Member,"

Property Owner _____

Property Address _____

WITNESSETH

Whereas, the Member desires to purchase water from the Town of Bassfield and to enter into a water users' agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Town of Bassfield shall furnish, subject to the limitation set out in its Policies and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property.

The Town of Bassfield shall install at the Town of Bassfield's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and end at water meter. The Town of Bassfield shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Town of Bassfield at the nearest place of desired use by the Member, provided the Town of Bassfield has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to grant to the Town of Bassfield, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with 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 lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at the member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Town of Bassfield's water meter.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, _____.

Town of Bassfield

Clerk _____

Property Owner, if applicable _____

Member _____

Member _____