LOST BRIDGE VILLAGE WATER AND SEWER IMPROVEMENT DISTRICTS NO 1 & NO 2 12133 E. AIRPORT DRIVE GARFIELD, ARKANSAS 72732-9740 479-359-3697

WATER AND SEWER SERVICE CONTRACT

THIS AGREEMENT, between Lost Bridge Village Water and Sewer Improvement Districts, organized and
existing under and by virtue of the laws of the State of Arkansas, hereinafter called The Districts, and
, hereinafter called the property owner.

Whereas The Districts only contract with the property owners of Lost Bridge Village. The property owner is responsible for all water and sewer charges even when the unit is rented or occupied by others. Please collect rent to cover bills as they will be sent to you or your agent.

All fees and deposits payable to Lost Bridge Village Water and Sewer Districts are set out in Resolution 64 and mentioned in attached handbook. By signing this Agreement, the undersigned states that the property owner has read the handbook and is familiar with its terms and conditions and agrees to the terms.

The property owner will pay a **\$150.00** meter deposit. This is not negotiable and cannot be waived. Credit references are not accepted in lieu of the deposit. The meter deposit is refundable subject to the following terms and conditions. The meter deposit will be maintained in a separate account and used to insure payment of water bills. When the property owner's services is discontinued, whether at property owners request or for failure to pay the water bill, after all outstanding bills for water service are paid, the deposit is refunded with approved meter inspection.

For any new construction, or remodel of existing premises, the property owner shall pay the fees required for 3 inspections in the amount of \$150.00. If more than the normal 3 inspections are necessary, the property owner shall pay \$25.00 per inspection. All inspection fees are non-refundable.

The districts shall purchase and install a water can with a shut off valve, and water meter at each service. The districts shall have exclusive right to use such shut off valve and water meter and to turn both the water meter and the shut off valve on and off. The property owner is required to install a service line shut-off valve and check valve. These will be enclosed in a service can, separate from the districts meter and shut off valve. It is the property owners' option, which of the following check valves to install. 1. Dual, 2. Double, 3. RPZ, or 4. Vacuum breaker. A pressure check will be conducted at the time a water meter is activated. If the test records 80 psi, or more, the property owner must install a pressure reducing valve. These requirements apply to ALL existing and new meter installations.

The districts shall have final jurisdiction in any question of location of any service line connection to the system. The districts shall determine the allocation of water and sewer to the property owners. In the event of a water shortage, the districts may shut off the water to a property owner who allows a

connection or extension to be made to his service line for the purpose of supplying water to another user, whether that users residence is located on the property owners property or off their property.

All customers shall be charged a minimum monthly fee whether or not there is utilization of water. During periods when the meter is disconnected the minimum fee for water and sewer use per month will continue to be charged, unless the account has been turned over to collections for non-payment. Bills are mailed on or about the last day of each month. Failure of the customer to pay water charges by the due date of the 20th of each month shall result in a penalty of ten percent (10%) of the outstanding balance. If the customer fails to pay the water bill within 8 days of the due date, the districts shall terminate water service. If water service is terminated for failure to pay as required by terms of this agreement, the customer will be required to pay a disconnection fee of \$35.00 and a reconnection fee of \$35.00 during business hours or \$75.00 during after hours, weekends and holidays, plus the full outstanding balance due prior to reconnection of the water service. If payment of the above terms has not been made for two (2) months, the refundable deposit will be applied to the balance owned and the remainder of bill will be turned over to collections. Service will not be returned until the balance owed is paid along with another meter deposit.

The signature of the property owner below signifies that the property owner has been presented with a copy of this Water and Sewer Contract and a copy of the LBVWS Handbook, that property owner has read the service contract and handbook that the property owner understands and agrees to the terms of the service contract and handbook as set out herein.

IN WITNESS WHEREOF, we have executed this service contract this day o, 20	f
Lost Bridge Village Water and Sewer Improvement Districts	
Ву:	
Office Administrator	
Property Owner Printed:	
Property Owner Signature:	
Property Address:	