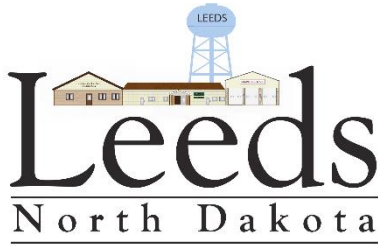


**CITY OF LEEDS, NORTH DAKOTA ~ WATER & SEWER USER AGREEMENT**

**Complete Form, Sign and Return to Leeds City Hall: PO Box 331 or Drop Box**



New Account Fee \$150.00  
Effective Date \_\_\_\_\_  
Own/Rent \_\_\_\_\_  
Previous Owner/Owner \_\_\_\_\_ Acct# \_\_\_\_\_  
Meter Serial# \_\_\_\_\_ Radio Read # \_\_\_\_\_  
Meter Reading \_\_\_\_\_ Date \_\_\_\_\_  
Home Telephone Number \_\_\_\_\_  
Cellular Telephone Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

WSG ACCOUNT # \_\_\_\_\_  
(will be assigned by City)

This Agreement is made between City of Leeds, North Dakota, (hereinafter referred to as "City"), and the following person(s) or company: \_\_\_\_\_  
\_\_\_\_\_ (hereinafter known as "User").

City shall make all reasonable attempts to furnish water and sewer service to User at the following location (hereinafter known as "Property"):

Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

User agrees to pay for all water and sewer service provided by City, and agrees to follow all polices and regulations established by City relating to water and sewer service.

All construction and connections shall be to City's specifications, and shall be made only after prior approval is received from the City for such connection.

The charge for service will begin on the date service is made available to the control valve (curb stop) and/or sewer connection, regardless of when the User actually makes use of the service.

User agrees to comply with the requirements of the North Dakota State Health Department and other lawful authorities and regulating agencies. User agrees that all metering, pressure regulating, backflow, and all other related devices will be installed by a certified plumber and will adhere to all applicable North Dakota State Plumbing codes.

User agrees to keep all metering, pressure regulating, and back flow devices in a place where they will be out of danger from freezing or tampering. User also agrees that if such metering, pressure regulating, backflow, curb stops and other devices are damaged or inoperable, and User will be responsible for the charges to replace such devices.

City will supply User with water meter. User will pay City for the cost of the water meter. The water meter must be located in an open area and must be available for inspection, servicing or repair by City. User agrees to pay for all water passing through water meter in accordance with City's water usage rates, which User acknowledges may change from time to time.

If water meter fails to register water usage, it is User's responsibility to contact City in a timely manner. City will make any necessary repairs, or will replace water meter at User's expense. City will have the authority to estimate water usage that has not been billed due to the malfunctioning meter and make proper adjustments to User's water bill.

For new construction, water delivery system components from the water main through, and including, the curb stop shall become property of the City.

User is responsible for the cost of maintenance, repair and, if necessary, replacement of that portion of water delivery system from the water main through the meter (including the cost of maintenance and/or replacement of the curb stop if necessary). City has the authority to make repairs to water delivery system as it deems necessary.

User is responsible for all sewer system components extending from and connected to City's sewer main and is responsible for the cost of maintenance, repair and if necessary, replacement of the sewer service from the sewer main (including all attachment devices) to User's home, business or other structure. User agrees to pay City for all sewer service in accordance with City's sewer usage rates, which User acknowledges may change from time to time.

For new construction, User will make all necessary arrangements for construction of water and sewer service lines from the mains to the home / structure / business. User agrees that the cost of installation of the service lines from the water and sewer mains to the home / structure / business will be the full responsibility and expense of User. User agrees that City shall have the right to locate curb stop at such location as City desires.

User agrees that City will be the exclusive provider of water and sewer service to the property, provided that any on-site well may be used for non-domestic use.

User grants City the right of ingress and egress over User's Property, his successors or assigns, for the purpose of maintaining, operating, inspecting, repairing, erecting, constructing, or any other means to operate the services provided by City. This shall include the right of entry to User's home, storage facilities or business to maintain, inspect or install the water meter, pressure regulating, and backflow or other related devices.

In the event total water supply shall be insufficient to meet all the needs of the users, or in the event there is a shortage of water, the City may pro-rate the water available among the various users on such basis as is deemed equitable by the City.

The City shall have the authority, in addition to all other rights and remedies, to terminate this Agreement and, in such event the User shall not be entitled to receive, or the City obligated to supply any water under this Agreement. Prior to the User being entitled to resumption of water services after being disconnected due to a violation of terms of this Agreement, User shall pay all arrearages, water charges, penalties and costs and shall pay a reinstatement fee provided in the City's water and sewer service rules and regulations.

<p><i>The following information is requested by the Federal Government in order to monitor compliance with applicable Federal Civil Rights laws. You are not required to furnish this information, but are encouraged to do so. The law state that a provider of services may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulation the provider of services is required to note race, ethnicity, and sex on the basis of visual observation or surname.</i></p>	
<p><b><u>Ethnicity (Mark One)</u></b></p> <p><input type="checkbox"/> Not Hispanic or Latino  <input type="checkbox"/> Hispanic or Latino</p>	<p><b><u>Race (Mark one or More)</u></b></p> <p><input type="checkbox"/> White                      <input type="checkbox"/> Asian  <input type="checkbox"/> Black or African American    <input type="checkbox"/> Native Hawaiian or Other Pacific Islander  <input type="checkbox"/> American Indian/Alaskan Native  <input type="checkbox"/> 2 or More Races                <input type="checkbox"/> Other Race</p>
<p><b>Sex:</b>    <input type="checkbox"/> Female  <input type="checkbox"/> Male</p>	

\_\_\_\_\_  
User- Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature