



## POLE ROAD WATER ASSOCIATION WATER USER AGREEMENT

THIS AGREEMENT is entered into by and between the Pole Road Water Association, a Washington non-profit corporation, hereinafter “Association”, and

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WHEREAS, the Pole Road Water Association is a Washington non-profit Association which provides water to its members in accordance with the Articles of Incorporation of the Association and the By-laws of the Association.

WHEREAS, Article VII, section 10 of the By-laws authorizes the Board of Directors to require each member to enter into a water user agreement,

NOW, therefore, in consideration of the mutual covenants, promises and agreements herein contained and in fulfillment of the requirements of Article VII, section 10 of the By-laws it is hereby understood and agreed by the parties as follows:

1. The Association shall furnish, subject to the limitations set out in its Articles of Incorporation and By-laws as they are now in force or as hereinafter amended, one Single-Family Equivalent Residential Unit (ERU) in connection with the Member's occupancy of the following described real property located at:

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and legally described as follows:

The legal description at the property if included is attached hereto as Exhibit “A” and incorporated herein by reference.

Whatcom County Tax Parcel No.: \_\_\_\_\_

2. The Member agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for non-compliance as they are now set out in the Association's By-laws, as they are now in force or which may be hereinafter amended, by the Association or by Resolution of the Board of Directors of the Association.

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3. The Member agrees to pay a deposit in the amount of \$0.00 (TBD). In the event service to the Member is terminated, either voluntarily by the Member, or by the Association, pursuant to its rights under the Articles of Incorporation or By-laws of the Association, the deposit shall be held and applied by the Association to any unpaid balance then owing to the Member's account. Should the account be fully paid at the time of termination of service to the Member, the deposit shall be refunded by the Association within a reasonable time thereafter.
4. The Member shall install and maintain, at the Member's expense, a service line that shall begin at the Association's main line and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at a place designated by the Association. The Member agrees that no other present or future source of water will be connected to any waterlines or plumbing system serviced by the Association's waterlines and Member will disconnect from any present water supply prior to connecting to and/or switching to the Association's system.
5. The Association may, at the expense of the Member, require the purchase and installation of a cut off valve, check valve, water meter, meter setter, meter box, and/or other item(s) on each service line from its main distribution line or lines. Any and all such items shall be owned, maintained and installed at a place designated by the Association. The Association shall have the sole and exclusive right to the use of such items.
6. The customer's plumbing system, starting from the termination of the Association's water main and beginning at the Member's service line, shall be considered a potential high health hazard requiring the isolation of the customer's premise by an Association approved, customer installed and maintained off premise air gap. Upon assessing the risk of contamination posed by the Member's plumbing system and use of water, the Association may allow the Member to connect directly to the water system using an approved backflow prevention assembly that will be installed at a place designated by the Association and maintained in good working order at the expense of the Member.
7. The Association shall have final authority in any question of location of any service line connection to its distribution system or any device required by the Association; shall determine the allocation of water to Members in the event of a water shortage; and may shut off the water to a Member who allows a connection or extension to be made off the Member's service line for the purpose of supplying water to another user. In the event the total water

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supply shall be insufficient to meet all of the needs of its Members, or in the event there is a shortage of water, the Association may pro-rate the water available among the various Members on such basis as is set forth in the by-laws of the Association, as they now exist or may hereinafter be amended.

8. The Pole Road Water Association routinely installs fire hydrants and standpipes for the sole purpose of line flushing and maintenance. The Pole Road Water Association does not provide, warranty, or guarantee any minimum fire flow at fire hydrants or stand pipes. Local fire fighting authorities are aware of these conditions. The local fire fighting authorities are authorized to use the fire hydrants to fill their tankers subject to the water available provided they maintain minimum required pressure on the system.
9. The Member agrees to grant to the Association, its successors and assigns, a twenty (20) foot wide perpetual water system utility easement. This twenty (20) foot easement shall be located over that portion of, if any, the Member's real property as described on Exhibit "A" lying adjacent to a public or private road or right-of-way and shall run parallel to such portion of said public or private roads or right-of-ways. This easement shall include and give the Grantees the right to construct, operate, maintain, repair, replace, and enlarge a water distribution line and appurtenances thereon and shall give the Association the right of access to the easement across the Member's property adjacent to the easement at all reasonable times upon reasonable notice. If the Association exercises its right to use this easement, the Association shall be responsible for acts of its employees, agents, contractors, and other authorized people working on the water utility maintained on the easement that might cause liability damage or loss to personal real property of the Member as owner of the Exhibit "A" real property.
10. The Member agrees to comply with and be bound by the Articles of Incorporation and the By-laws of the Association, as are now in force or as hereinafter amended.
11. The Member agrees that a Notice of Membership in the Pole Road Water Association may be recorded against the Member's property at the expense of the Association for new membership and at the expense of the Member for membership transfers. A copy of the notice is attached hereto as Exhibit "B" and incorporated herein by reference.
12. This Agreement, the Articles of Incorporation and the By-laws of the Association, as they now exist or may hereafter be amended, comprise the entire agreement between the Member

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and the Association. No other oral or written representations shall be binding upon the Association unless they are signed by the duly appointed President and Secretary of the Association and signed by the Attorney for the Association.

- 13. The representations and warranties herein shall survive the termination of any membership in the Association.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Pole Road Water Association, By:

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
\_\_\_\_\_  
Address

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF WHATCOM        )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Member(s), \_\_\_\_\_, known to be the individuals described herein and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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**EXHIBIT “A”**

LEGAL DESCRIPTION

**Parcel#** \_\_\_\_\_