

**SOUTH BIG HORN COUNTY WATER DISTRICT**

**P.O. BOX 599**

**BASIN, WY 82410**

**307-568-3331**

TAP # \_\_\_\_\_

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

OWNER'S NAME: \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

THIS CONTRACT made and entered into between the South Big Horn County Rural Water District, the "DISTRICT", AND \_\_\_\_\_, the "OWNER".

**W I T N E S S E T H**

**WHEREAS** the OWNER desires to purchase water from the DISTRICT and to enter into a Water Tap Contract as required by the Rules and Regulations governing the operation of the DISTRICT'S Rural Water System:

**WHEREAS** the OWNER desires the following service:

**Residential Domestic Service**

(Select Size)      3/4"                  1"                  1 1/2"                  2"

Tap Fee.....\$ \_\_\_\_\_

Administrative Fee.....\$ \_\_\_\_\_

**Total Fees Due** ..... \$ \_\_\_\_\_

**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:

1. The DISTRICT shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereinafter amended, water service to the OWNER'S following described property to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. OWNER does hereby furnish the above "OWNER" information for the benefit of the DISTRICT and does hereby promise and agree to advise the DISTRICT in writing immediately of any changes in the information.

3. OWNER hereby agrees to comply and be bound by the Rules and Regulations governing the operation of the DISTRICT'S water system, now in force or as hereinafter amended, and agrees to the imposition of such penalties for noncompliance as are set out in the Rules and Regulations of the DISTRICT, or which may hereafter be adopted and imposed. OWNER further acknowledges this contract binds the owner(s)/ legal title holder(s), their heirs, successors and assigns to repay the contract holders share of the debt for construction of the distribution system of the DISTRICT and this contractual agreement (lien) which shall run with the above-described real property until released by the DISTRICT.

4. The DISTRICT will install a water meter and shut-off valve for each service. A separate meter will be required for each dwelling, house, building, or mobile home contracted for unless otherwise authorized by the DISTRICT. The DISTRICT shall have the exclusive right to the use of such shut-off valve and water meter. The meter shall be the property of the DISTRICT.

5. OWNER hereby gives the Board or its authorized agents permission to enter OWNER'S premises at all reasonable times for the purpose of installing, inspecting, repairing, maintaining, or removing any or all the apparatus used in the connection with the supply and metering of water.
6. OWNER hereby agrees to pay for water at such rates, time and place as required by the Rules and Regulations of the DISTRICT and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.
7. OWNER hereby acknowledges he/she has received a copy of the Rules and Regulations of the DISTRICT now in force and effect, the same being incorporated herein by this reference as if more fully set forth, and OWNER agrees to abide by all of the terms of the said Rules and Regulations as if they were more fully set forth herein.
8. OWNER hereby acknowledges that the DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to the USER in the event of water shortage and may shut off water to a USER who allows a connection or extension to be made in his/her service line for the purpose of supplying water to another USER. In the event of total water supply shall be insufficient to meet all the needs of the USER, or in the event there is a shortage of water, the DISTRICT may pro-rate the water among the users on the basis as is deemed equitable by the DISTRICT Board of Directors and may also prescribe a schedule of hours covering use for irrigation purposes by users and require adherence thereto or prohibit the use of water for irrigation purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the users, the DISTRICT must first satisfy all the needs of all the users for domestic purposes before supplying any water for other purposes.
9. OWNER hereby agrees to pay such sums as are required by the DISTRICT to connect to the water system and such periodic sums as required by the DISTRICT for the service.
10. OWNER hereby agrees that NO cross-connection may be made to enter any part of the potable water system under any conditions. Representatives of the DISTRICT shall have the right at all reasonable hours to enter upon the consumer's premises for the purpose of inspection and enforcement of these provisions.
11. OWNER hereby agrees he/she shall connect the service lines to the DISTRICT'S distribution system. Water charges to the OWNER shall commence on the date service is made available by the DISTRICT.

IN WITNESS WHEREOF, I/We have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
OWNER

-----  
(STATE OF WYOMING )  
( ) ss  
(COUNTY OF BIG HORN )

Subscribed, acknowledged and sworn to before me by \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public

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(STATE OF WYOMING )  
( ) ss  
(COUNTY OF BIG HORN )

Subscribed, acknowledged and sworn to before me by \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public