



Customer Service Agreement

This document outlines the rights and responsibilities of both McNulty Water PUD and Customers receiving water service. All persons applying for service from McNulty Water PUD should review and understand these rights and responsibilities.

1. The recitals in the customer application are contractual in nature and are incorporated by this reference.
2. Upon processing of the customer application, the District approves the Customer's Application and agrees to furnish water to the customer at the property, subject to the District's rules, regulations, ordinances, all other applicable law, and the limitations set forth herein.
3. The customer agrees to be fully responsible for all obligations incurred in connection with the District's service to the property. The customer agrees to comply with the District's rules, regulations, ordinances, and all other applicable law in connection with the District's services. The customer understands

and agrees that his/her/their failure to comply with the District's rules, regulations, ordinances, or other applicable law may result in the termination of the District's services, in addition to other remedies available to the District.

4. The customer grants the District, its successors, agents, and employees, the right, at all reasonable times, to access and enter upon the property for the purpose of inspection, maintenance, and repair of District property, reading of the meter, and to ensure compliance with the District's rules, regulations, ordinances and other applicable law.
5. The customer understand and agrees that to the maximum extent allowed by law, the District shall not be liable for any damage or inconvenience suffered by a customer or for any other claim arising out of fluctuating or unsatisfactory service, including but not limited to interruption or termination of service, reduction in water supply, inadequate pressure , or quality of water.
6. The customer shall install and maintain, at his/her/their expense, a service line, which shall begin at the meter and extend to the dwelling or

place of use. The service line shall connect with the distribution system of the District at a point nearest the place of proposed use by the customer, provided that the District has determined that the system is of sufficient capacity to permit delivery of water at that point.

7. The customer may have delivered through a single service line only such water as may be necessary to supply the needs of a single use or occupancy under the rules, regulations, and ordinances of the District, and the customer shall not cause or permit such water to be used, supplied, or connected to any other use or occupancy.
8. The customer shall disconnect from his/her/their waterlines any existing water supply system before connecting or switching to the water supplied by the District. Once connected to the District's system, the customer shall not connect to any other source of water during while connected to the District's water system.
9. In the event the District's total water supply is insufficient to meet all the needs of the District's customers, or in the event there is a shortage of water, the District may prorate the

water available among the customers on such basis as is deemed equitable by the District. The District also may prescribe a schedule of hours covering use of water for certain purposes by particular customers and require adherence thereto, or may prohibit the use of water for certain purposes.

10. The customer agrees to timely pay for such water as he/she/they may use at the rates prescribed by the District. The water delivered through each service line being metered and the cost thereof are determined separately. A flat minimum monthly rate shall be charged to the customer for the first 600 cubic feet of water or any fraction thereof. The flat minimum rate is payable irrespective of whether any water is used by the customer during such period, and additional charges will be made for additional water used by the customer. The determination of the quantity of water used by the customer will be based upon readings of water meters installed by the District.
11. If the customer does not make timely payment, the District shall have the right to refuse to provide service until payment is made in full and to

terminate the customer's service, in addition to all other remedies provided by the District's rules, regulations, ordinances, and other applicable laws. For leased Property where the tenant-customer's account has become delinquent and the tenant-customer vacates the property without paying service charges previously incurred, the District may require the owner of the property to satisfy the outstanding water service charges and submit a joint application with any future tenants as a condition to the District providing further service to the property.

12. If applicable, the customer agrees to maintain their water service cross connection device and will be responsible for annual inspection fees through the District.
13. If for any reason waterlines of the District do not become accessible to the property, there shall be no liability on the part of the District, or its Directors, employees, or agents. If such water lines do not become accessible for use by the property within 12 months from the date of this Agreement, then either party shall have the right to terminate this

Agreement by written notice to the other party.

14. The customer shall defend, indemnify, and hold harmless the District, its officers, employees, and representatives from and against all suits, actions, or claims by any character or nature brought because of any injuries or damage allegedly received or sustained, on account of the customer's acts or omissions, or the acts or omission of the customer's contractors, subcontractors, licensees, invitees, agents, or representatives.
15. Upon execution by all parties, this Agreement is effective from the date on the customer application and remains effective continuously thereafter until the customer requests discontinuance of service at the property and all District charges have been paid in full, or the District terminates service to the property pursuant to the District's rules, regulations, ordinances, other applicable law, or the terms of this Agreement.