

WASHAKIE RURAL IMPROVEMENT AND SERVICE DISTRICT  
1100 North 10<sup>th</sup> Street  
Post Office Box 212  
Worland, Wyoming 82401

TAP NO. \_\_\_\_\_

**WATER USER CONTRACT**

OWNER'S NAME: \_\_\_\_\_  
OWNER'S MAILING ADDRESS: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

THIS WATER USER CONTRACT is made and entered into between WASHAKIE RURAL IMPROVEMENT AND SERVICE DISTRICT, hereafter the "DISTRICT", and the undersigned Owner, hereafter 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 User 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	_____ x _____ 3/4"	_____ 1"	(Fee)
Date serviced desired:	_____	Total Fee	\$ _____

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the sufficiency of which are hereby mutually acknowledged, it is hereby understood and agreed by the parties hereto as follows:

1. Legal Description. This contract shall apply to and constitute an encumbrance upon those lands owned by OWNER located in Washakie County, Wyoming, that are within the DISTRICT and 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 OWNER'S land specifically described as:

2. Water Service and Rules and Regulations of District. OWNER hereby agrees to pay such sums as are required by the DISTRICT to connect to the water system. OWNER agrees to pay for water service at such rates, time and place as required by the Rules and Regulations of the DISTRICT, 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 further 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 by the DISTRICT. OWNER hereby acknowledges he 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.

3. Perpetual Lien and Discontinuance of Service. Until paid, all rates, tolls or charges shall constitute a perpetual lien on and against the property serviced, and such lien may be foreclosed in the same manner as provided by the laws of the State of Wyoming or the foreclosure of mechanic's liens. The DISTRICT may shut off or discontinue service for delinquencies in the payment of such rates, tolls or charges, or in the payment of taxes or assessments levied pursuant to W.S. §41-10-101 et. seq., and prescribe and enforce rules and regulations for the connection with and the disconnection from properties of the facilities of the DISTRICT. OWNER further agrees that this contract binds the owner(s) legal title holder(s), their heirs' successors and assigns to repay the contract holder's share of the debt for construction of the distribution system of the DISTRICT and this contractual agreement constitutes a lien that shall run with the above described real property until released by the DISTRICT.

4. Equipment Installed by District. The DISTRICT will install water meter, meter pit, shut-off valve, and lines for each service. A separate meter will be installed for each dwelling, house, building, or mobile home contracted for unless otherwise authorized by the DISTRICT. The DISTRICT shall have the exclusive right to use of such water meter, meter pit, shut-off valve, and lines. The water meters, meter pit, shut-off valves and lines shall remain the property of the DISTRICT.

5. Right to Enter Premises. OWNER hereby gives the DISTRICT or its authorized agent's permission to enter OWNER'S premises at all reasonable times for the purpose of installing, inspecting, repairing, maintaining, or removing any or all of the apparatus used in the connection with the supply and metering of water.

6. District Authority. 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 USER in the event of water shortage, and may shut off water to a USER who allows a connection or extension to be made to his service line for the purpose of supplying water to another USER. In the vent the total water support shall be insufficient to meet all of the needs of the USER, or in the vent there is a shortage of water, the DISTRICT may prorate 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 the use for garden purposes by users and require adherence thereto or prohibit the use of water for garden 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 of the needs of all users for domestic purposes before supplying any water for other purposes.

7. Service Connection. OWNER hereby agrees that no cross-connection may be made.

8. Operations and Maintenance and Debt Retirement Charges. On and from the date water service is made available by the DISTRICT, regardless of whether OWNER/legal title holder(s) is/are using said service, OWNER/legal title holder(s), their heirs, successors and assigns, hereby agree to repay OWNER'S/legal title holder(s)' share of the debt retirement for construction of the DISTRICT'S distribution system and operation and maintenance charges on the DISTRICT'S distribution system, on a monthly basis and as billed.

IN WITNESS WHEREOF, I/we have executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

STATE OF WYOMING                    )  
  )ss  
COUNTY OF \_\_\_\_\_        )

THE FOREGOING INSTRUMENT was acknowledged before me by \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2024.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_