

WATER CO-OP AGREEMENT

THIS AGREEMENT made this ___ day of _____, _____.

BETWEEN:

[NAME OF CO-OPERATIVE]
a co-operative association incorporated according to the laws of _____
(hereinafter called the "Co-op")

OF THE FIRST PART

- and -

[NAME OF MEMBER]
of _____
(hereinafter called the "Member")

OF THE SECOND PART

WHEREAS the Co-op has been formed to lease, operate and/or own a water supply system;

AND WHEREAS the Member is the owner or has an interest in land to be serviced by the said water supply system and has agreed to enter into this contract, said piece or parcel of land being legally described as follows:

[Insert full legal description of the land being serviced by the water supply.]

AND WHEREAS the Member desires to be supplied with and the Co-op desires to supply the Member with water from the Co-op water supply system;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) now paid by the Member to the Co-op, receipt of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

1. The Member agrees to pay a fee of _____ DOLLARS (\$_____) in order to be entitled to the supply of water pursuant to the terms of this Agreement and to be a member of the Co-op which fee is refundable with paragraph 13 hereof.
2. The Member agrees to pay a monthly rate to the Co-op for water utilized by the Member, such rate to be paid in accordance with a rate schedule to be authorized by the Board of Directors of the Co-op from time to time. The Member agrees to pay a fee for water available, if a Member is not using water, at a rate authorized by the Board of Directors of the Co-op.
3. The Member agrees to pay his proportionate share of any costs associated with the maintenance and repair of the water supply system and any other necessary expenses incurred by the Co-op which, in the opinion of the Board of Directors of the Co-op, are not adequately covered by the monthly rates collected from members, or are extraordinary items, such proportionate share to be paid within fifteen (15) days from the date of authorization of the Board of Directors of the Co-op.
4. The Member agrees to be liable for interest at a rate of ___ percent (___%) per annum, on amounts due under clauses 2 and 3 hereof, where these amounts have been in arrears for thirty (30) days.

THIS IS A 3-PAGE FORM.