

NORTHWEST RURAL WATER DISTRICT

P.O. BOX 2347  
CODY, WYOMING 82414 TAP # \_\_\_\_\_  
307-527-4426  
DATE \_\_\_\_\_

**WATER TAP CONTRACT**

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

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

SERVICE ADDRESS \_\_\_\_\_

LEGAL DESCRIPTION \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

THIS WATER TAP CONTRACT is made and entered into between the NORTHWEST RURAL WATER DISTRICT, hereafter the "DISTRICT", and the undersigned property owner, hereafter the "USER".

WHEREAS, the USER 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;

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. **SERVICE** - USER hereby contracts for the following service from the District for the corresponding fees:

- Residential domestic** \$ \_\_\_\_\_  
(Circle One) Active Inactive
- Commercial** \$ \_\_\_\_\_  
(Circle One) 20 30 50
- Administrative** (Computed by District) \$ \_\_\_\_\_  
Application Recording **Release**
- Petition for Inclusion** \$ \_\_\_\_\_

**Date service will start:** \_\_\_\_\_ **TOTAL FEE:** \$ \_\_\_\_\_

2. **LEGAL DESCRIPTION** - This Contract shall apply to and constitute an encumbrance upon those lands owned by USER located in \_\_\_\_\_ 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 USER'S land specifically described in EXHIBIT A attached (or above legal description) hereto. The address at which the USER intends to locate the water tap and service with Northwest Rural Water is \_\_\_\_\_.

This Water Tap Contract shall be exclusive to that location and USER does not acquire the right to relocate the water tap to any other location or address.

3. **PETITION FOR INCLUSION AND LIABILITY FOR TAXES** - If at the time of signing this Contract the OWNER'S property is not included within the DISTRICT, the OWNER shall sign a Petition for Inclusion of his property into the DISTRICT and pay the \$500.00 administrative fee required. OWNER understands and agrees that formal action on his Petition for Inclusion may not occur until a later date. OWNER further understands and agrees that the DISTRICT has the power and authority to levy and collect general (ad valorem) taxes on his property described herein to pay DISTRICT indebtedness. Should the DISTRICT ever be forced to levy and collect such taxes OWNER agrees that his property described herein would be forced to bear the same tax burden as other lands within the DISTRICT.

4. **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

5. **PERPETUAL LIEN AND DISCONTINUANCE OF SERVICE AND ABANDONMENT OF WATER TAP**- Pursuant to Wyoming Statute 41-10-113(xxi) and this Contract, **until paid, all rates, tolls or charges shall constitute a perpetual lien on and against the property served, and such lien may be foreclosed in the same manner as provided by the laws of the State of Wyoming for 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 that this Contract constitutes a lien that shall run with the described real property until released by the DISTRICT. FAILURE TO PAY MONTHLY SERVICE CHARGES MAY BE CONSIDERED AN ABANDONMENT OF THE WATER TAP.** Pursuant to Article 9, Section 2 of the Rules and Regulations of the DISTRICT,

"Users/applicants who either have purchased and installed an active tap for which the service has been disconnected or acquired an inactive tap for which service has been



