

Howell Mountain Mutual Water Co.

www.hmmwco.com

AGREEMENT FOR WATER SERVICE

This Agreement is by and between Howell Mountain Mutual Water Company, Inc., a California non-profit mutual benefit corporation (“Seller”), and

_____ (“User”).
User name (Please complete the back of this form)

Seller shall sell and deliver to User, and User shall purchase all of the water which User may need at the location described as

Location Address

and by this reference made part hereof. Seller shall not, however, be obligated to sell or deliver water to User which is substantially disproportionate to User’s prior water usage. Water service shall be provided upon the following terms:

1. Payment.

A. User shall pay Seller for service hereunder at the rates and upon the terms and conditions set forth in HMMWC’s “Water Rate Plan and Company Policies for Users.”

B. The initial billing period shall start when HMMWC begins providing water service to the customer.

C. Bills for service should be mailed to Howell Mountain Mutual Water Company, Inc., PO Box 9, Angwin CA 94508, or PUC Bookstore located in the Angwin Plaza in Angwin, County of Napa, State of California. Such payment shall be due on the 10th day of each month for the service furnished during the preceding monthly billing period.

If User shall fail to make any such payment within thirty (30) days after such payment is due, Seller may discontinue service to User upon giving fifteen (15) days’ written notice to User of its intention to do so; provided, however, that such discontinuance of service shall not relieve User of any of its obligations under this Agreement; and Seller may have a lien placed on the property to which the water is delivered and notice of such lien may be recorded by Seller’s manager with the County Recorder.

D. User agrees that if, at any time, the rate under which Seller supplies water services is modified, Seller may make a corresponding modification in the rate for service hereunder.

2. Continuity of Service; Liability Limitation.

Seller shall use reasonable diligence to provide a constant and uninterrupted supply of water hereunder. If the supply of water shall fail or be interrupted or become defective through act of God, governmental authority, action of the elements, accident, strikes, required maintenance work or any other cause beyond the reasonable control of Seller, Seller shall not be liable therefore or for damages caused thereby. In any event, the extent of Seller's liability for any interruption in the supply of water to User shall be limited to not more than \$10,000 or actual damages incurred by User, which ever is less, regardless of the cause or extent of User's damage.

3. Right of Access.

Duly authorized representatives of Seller shall be permitted to enter User's premises for access to Seller's water lines and meter at all reasonable times in order to carry out the provisions hereof.

4. Term.

This Agreement shall become effective on the date of execution hereof by each party hereto and shall remain in effect until terminated by either party giving to the other thirty (30) day's notice in writing.

5. Attorney's Fees.

Should a dispute arise between the parties with respect to this Agreement or the rights and duties provided for herein, the prevailing party in such dispute shall be entitled to recover its attorneys' fees and costs incurred in connections therewith.

6. Succession.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

USER:

Signature: _____ **Dated:** _____
User/Customer

Name: _____

Cell Phone: _____

Home Phone: _____

Mailing Address: _____

Email Address: _____

Accepted By: _____

Howell Mountain Mutual Water Company