

SERVICE LINE MAINTENANCE AGREEMENT

THIS AGREEMENT entered into on the ____ day of _____, 20____, between **PUBLIC WATER SUPPLY DISTRICT OF SCOTT COUNTY, MISSOURI, NO. 4**, referred to as "District" and _____, whose service address is _____, referred to as "Subscriber";

Initials: _____ By their initials hereto, the Subscriber warrants and represents, that the Service Line to the above referenced address has not been repaired, replaced or modified by the Subscriber, landowner or their agents, servants, employees and invitees from its original installation; and that said Service Line remains in the same condition as when installed by the District or its contractors.

SECTION 1 **Services Furnished**

Subject to the terms, conditions and exclusions herein set forth, District agrees to:

- (a) Provide necessary parts and labor to repair a break, rupture or leakage in the service line between the District's meter and the point that is six inches outside where the service line enters the initial structure or residence serviced by said line. District shall have no liability or responsibility for parts and labor to repair or loss of water resulting from a break, rupture or leakage in the service line within six inches from where it enters the initial structure or residence serviced by said line, its entry into the structure or residence or any other water lines or portions thereof located on the premises including, but not limited to, any lines within or under any structure or residence,.
- (b) Assume responsibility for any Excess Water Consumption, as defined herein, resulting from such break, rupture or leakage. For purposes of this Agreement "Excess Water Consumption" shall mean the water used or consumed at the service address as a result of such break, rupture or leakage, in excess of Subscriber's average monthly consumption for the previous twelve (12) months.

SECTION 2
Costs and Effective Date of Agreement

Subscriber shall pay the sum of _____
(\$ _____) per month for this Maintenance Agreement. District acknowledges receipt of Subscriber's initial monthly payment. District shall have five (5) business days following the date of this Agreement to inspect the premises, and to accept or reject this Maintenance Agreement. The Agreement shall become effective on the first day of the calendar month following said inspection period. Subsequent monthly charges shall be payable, in advance, on the first day of each subsequent calendar month, and shall be invoiced with Subscriber's monthly water bill. This Agreement shall automatically terminate if Subscriber does not pay the invoice for such service when the same is due and payable.

SECTION 3
Duties of Subscriber

Subscriber shall notify District as soon as Subscriber becomes aware of any leakage, line breakage or excessive water usage. Failure to notify District shall void this Maintenance Agreement.

SECTION 4
Limitation of Liability

Subscriber acknowledges that District's liability for any covered repair that is not excluded hereunder, shall be limited solely to repair of the service line and for any excess water usage. District shall not be responsible, and Subscriber hereby releases District from any claim for damage, cause of action or loss of service resulting from: (i) any damage to the property of Subscriber arising out of such leak; (ii) any damage to the structure served by such line, its landscaping or any personal property contained therein; and (iii) any flooding of structures, basements, footings or foundations.

SECTION 5
Exclusions

Notwithstanding anything to the contrary contained in this Agreement, District shall not be responsible for any repairs to a service line or excess water consumption, when any one or more of the following conditions is applicable:

1. Damage to the service line arose, directly or indirectly, out of any earthquake or other seismic shift or activity;
2. Damage to a service line or excess water usage occasioned by any act of the Subscriber, the landowner or their agents, servants, employees and invitees;
3. Any service line that has been repaired or modified by the Subscriber, landowner, or their agents, servants, employees and invitees from its original installation; or
4. Damage to a service line when another service connection or line has been attached to the line originally installed by the District or its contractor.

SECTION 6

Access to Premises

The Subscriber or landowner shall promptly allow the District, its contractors, agents, servants or employees access to the premises served, to make necessary repairs.

SECTION 7

Entire Agreement

This Agreement represents the entire agreement of the parties hereto relating to the subject matter of, and any prior Agreements, promises, negotiations or representations, whether oral or written, not expressly set forth in this Agreement, are of no force and effect. This Agreement may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[The balance of this page intentionally left blank. Signature page follows]

**PUBLIC WATER SUPPLY DISTRICT
OF SCOTT COUNTY, MISSOURI, NO. 4**

By: _____
“District”

“Subscriber”