



COPPERLEAF HOMEOWNER'S ASSOCIATION  
WATER TAP AND SERVICE CONTRACT

Owners Name \_\_\_\_\_

Service Street Address \_\_\_\_\_

Legal Description \_\_\_\_\_

Mailing Address:

Name \_\_\_\_\_

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

e-mail \_\_\_\_\_

THIS WATER TAP CONTRACT is made and entered into between the COPPERLEAF Homeowner's Association which shall operate the COPPERLEAF WATER SYSTEM, hereafter collectively referred to as the "CWS", and the undersigned individual or entity, hereafter referred to as the "OWNER".

WHEREAS the OWNER desires to purchase water from the CWS and to enter into a Water Tap Contract as required by the Rules and Regulations governing the operation of the CWS's 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:** OWNER hereby contracts for Residential domestic service from the CWS for the corresponding connection fee:  
Date service will start: \_\_\_\_\_  
Total Fee \_\_\_\_\_
2. **LEGAL DESCRIPTION:** This Contract shall apply to and constitute an encumbrance upon the following described lands owned by OWNER located in Park County, Wyoming, which are serviced by the CWS and the CWS shall furnish, subject to the limitations set out in its Rules & Regulations (now in force or as hereinafter amended, water service to OWNER'S land.
3. **WATER SERVICES AND RULES AND REGULATIONS OF SYSTEM:** OWNER hereby agrees to pay to CWS the fee set forth in 1, above, to connect to the water system. OWNER

further agrees to pay for water service at such rates, time and place as required by the Rules & Regulations of the CWS, to comply and be bound by the Rules & Regulations governing the operation of the CWS's water system, now in force or as hereinafter amended, and further agrees to the imposition of such penalties for noncompliance as set out in the Rules & Regulations of the CWS, or which may hereafter be adopted and imposed by the CWS. OWNER hereby acknowledges he has received a copy of the Rules & Regulations of the CWS now in force and effect, the same being incorporated herein by this reference as if more fully set forth.

4. **PERPETUAL LIEN AND DISCONTINUANCE OF SERVICE:** 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 CWS 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.41-10-1 01 et. seq. and prescribe and enforce rules and regulations for the connection with and the disconnection from properties of the facilities of the CWS. 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, if any, for construction of the distribution system of the CWS and that this Contract constitutes a lien that shall run with the described real property until released by the CWS.
5. **EQUIPMENT INSTALLED BY SYSTEM:** The CWS will install a 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 CWS. The CWS 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 CWS.
6. **RIGHT TO ENTER PREMISES:** OWNER here by gives the CWS or its authorized agents permission to enter OWNER'S premises at all reasonable times and upon reasonable notice for the purpose of installing, inspection, obtaining water samples, repairing, maintaining, or removing any or all of the apparatus used in the connection with the supply and metering of water.
7. **DISTRICT AUTHORITY:** OWNER hereby acknowledges that the CWS 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 event the total water supply shall be insufficient to meet all of the needs of the USER, or in the event there is a shortage of water, the CWS may prorate the water among the users on the basis as is deemed equitable by the CWS OPERATOR.
8. **CROSS-CONNECTIONS:** OWNER hereby agrees that no cross-connection may be made that will allow hazardous, polluted or contaminated water or other substances, to enter into any part of the potable water system under any conditions. If another source of water is connected to the water user's system a Backflow Assembly approved by ANSI must be installed to prevent backflow to the water system.
9. **SERVICE CONNECTION:** OWNER hereby agrees he shall connect the service lines to the CWS's distribution system. Water charges to the OWNER shall commence on the date water service is made available by the CWS, regardless of whether OWNER is using of said water service.

10. OPERATIONS AND MAINTENANCE AND DEBT RETIREMENT CHARGES: On and from the date water service is made available by the CWS, regardless of whether OWNER(s)/legal title holder(s), their heirs, successors and assigns, hereby agree to repay OWNER(s)/legal title holder(s) share of the debt retirement, if any, for construction of the CWS's distribution system and operation and maintenance charges on the CWS's distribution system, on a monthly basis and as billed.
11. DEFAULT, BANKRUPTCY AND ATTORNEY'S FEES AND COSTS: If the undersigned fails to pay any sums due under this Contract as set forth herein or the Rules and Regulations of the CWS or files for bankruptcy or is adjudicated bankrupt or makes any assignment for the benefit of creditors, the CWS shall have the right at any time thereafter to declare the entire unpaid debt and all accrued interest, immediately due and payable. If the indebtedness represented hereby, or any part thereof, be collected at law, or in equity, bankruptcy, receivership, or other court proceedings, or if this contract is placed in the hands of an attorney for collection, the undersigned, jointly and severally, promise to pay, in addition to the full principle debt and all accrued interest due and payable pursuant to this Contract, all costs and expenses of collection, including reasonable attorney's fees.
12. VENUE AND JURISDICTION: In the event of any dispute, owner agrees that the Fifth Judicial District Court, Cody, Wyoming is the appropriate venue, and that Wyoming State Court is the appropriate jurisdiction.
13. SEVERABILITY: Owner agrees that should any part, or portion thereof, of this contract be found invalid or void, the remainder of the contract shall remain in full force and effect and further agrees that failure to enforce this contract by CWS shall not constitute waiver of the right of CWS to latter enforce the contract.
14. ACKNOWLEDGMENT: The undersigned owner acknowledges that he has read this agreement, understands the terms and conditions herein, and further understands that this contract is a legally binding document.

IN WITNESS WHEREOF, I have executed this contract. This \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_

By:

\_\_\_\_\_  
OWNER

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

The foregoing document was acknowledged before me by \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

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