

HENRYVILLE MEMBERSHIP SANITATION CORPORATION

PO Box 62, 104 East Main Street
Henryville, IN 47126-0062
812-294-1070

Sewer Membership Agreement

THIS AGREEMENT, between the Henryville Membership Sanitation Corporation, a nonprofit corporation organized and existing under and by virtue of the laws of the State of Indiana, hereinafter called the SUPPLIER, and (member name) (Please print)

First: _____ Middle: _____ Last: _____

First: _____ Middle: _____ Last: _____

Business Name: _____

WITNESS:

WHEREAS, the Member desires to subscribe for waste disposal service from the Supplier, and to enter into a sewer membership agreement as required by the regulations of the Supplier.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed:

The Supplier shall furnish, subject to the limitations hereinafter provide for, the main sewer to which the Member may connect with respect to his/her occupancy of the following described property:

Service Address

Street: _____ City: _____.

The Member shall install and maintain at his/her own expense a service line which shall begin at his/her connection to the sewer system of the Supplier and extend to the dwelling and other portions of his premises. A disconnect valve shall be installed per HMSC Technical Specifications. The valve shall be supplied by the Supplier at the Member's expense.

The Member's service line shall connect with the sewer system of the Supplier where specified by the Supplier.

The Member agrees to provide the Supplier without charge to the Supplier but in consideration of the execution of this agreement by Supplier such easements and rights-of-ways as may be required for the purpose of installing, maintaining, removing and relocating such sewer transmission lines as the Supplier may require in connection with its overall undertaking.

The Supplier shall have final jurisdiction in any question of location of any service lines connecting to its sewer system.

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Sewer Membership Agreement (continue)

The Member shall pay for sewer services at such rates, time and place as shall be determined by the Supplier.

Any Member's check that is returned by the bank shall result in the automatic imposition of a return check fee of \$30.00.

The failure of a Member to pay sewer charges duly imposed shall result in the automatic imposition of the following penalties:

- (a) After the sewer bill due date, any delinquent amount will be subject to a penalty of ten (10) percent of the delinquent amount. And this penalty will be added to the delinquent amount.
- (b) A Member with a delinquent amount:
 - (1) Over 45 days will receive a First Notice of Disconnection.
 - (2) Over 60 days will receive a Second Notice of Disconnection by certified mail which will advise the Member of the Final Due Date Of Payment Before Disconnection and the Date Of Schedule Disconnection.
 - (3) On the Date Of Schedule Disconnection the Supplier will disconnect the Member from the sewer system and will send a Letter Of Disconnection to the Clark County Health Department Also a tax lien maybe filed against the User's property with the Clark County Recorders Office.

If the Member is disconnected the Member must pay a reconnection fee of \$600.00 and pay or arrange to pay the delinquent amount in order to have the sewer service restored by the Supplier.

If a tax lien is filed against the Member's property with the Clark County Recorders Office by the Supplier, a lien filing fee of \$98.00 will also be filed with the delinquent amount.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____ 20____.

Henryville Membership Sanitation Corporation

By _____
HMSC Authorized Representative

ATTEST:

Member Signature: _____

Member Signature: _____