

**PRINCE ALBERT RURAL WATER UTILITY**  
**SUBSCRIBER'S WATER SUPPLY AGREEMENT**  
**FOR A NORTH BAY MOBILE HOME PARK RESIDENT**

MADE IN DUPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_  
BETWEEN

PRINCE ALBERT RURAL WATER UTILITY  
(Hereinafter called the "Utility")

AND:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(email address)

(Hereinafter called the "Subscriber")

WHEREAS:

The Subscriber applies to the Utility for a water connection for the supply of water for domestic and/or farm or business purposes;

**THE PARTIES AGREE AS FOLLOWS:**

**WATER WORKS SYSTEM SERVICES (The "Pipeline")**

1. It is mutually agreed as follows:
  - a. The Subscriber acknowledges that all valves, fittings, transmitters and meters which the Utility has placed in or under the mobile home are the property of and under the control of the Utility;
  - b. The Utility shall not be responsible for any costs related to the maintenance, repair or upgrade of the system within the Trailer Court with the exception of the valves, fittings, meter and transmitter supplied by the Utility.
  - c. The Utility shall only be responsible for repair of the said meter, valves, fittings, etc., where they have failed as a result of normal use. Where these items have failed as a result of frost, accident or misuse, the cost to repair or replace these items shall be borne by the subscriber. The Utility's decision as to why any such failure occurred is final.
  - d. The Subscriber shall obtain all necessary approvals and comply with the conditions of approval and all regulations that are now applicable to or may become applicable to this Agreement. This includes any system improvements, such as water storage facilities, cisterns, float valves or otherwise, which for reasons of operation or maintenance must be provided at the expense of the Subscriber. Failure to do so shall entitle the Utility to immediately discontinue the supply of water.

**ACCESS TO PROPERTY**

2. The Subscriber grants the Utility and its employees or agents access to the point of delivery, including for the purpose of maintenance of the pipeline, meters, valves and accessories, for the enforcement of this agreement and other policy of the Utility, and for the monitoring of water quality in accordance with applicable provincial regulations for safe drinking water, to read the meter, and to ensure compliance with this Agreement.

**UTILITY SERVICE CONDITIONS**

3. a. The Subscriber acknowledges that the temporary shutdown of the pipeline or its source may occur leaving the Subscriber without water for varying periods of time.
  - b. The Subscriber expressly acknowledges that the Utility may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Utility or if the Subscriber is in breach of any of the terms of this Agreement.
4. The Subscriber releases the Utility, its agents, servants, employees or officials from any claim for damages, howsoever caused whether arising from negligence or nuisance, breach of contract or otherwise, and whether for direct or indirect, incidental or consequential damages in respect to the interruption or termination of water services, the failure or refusal to supply water services, the construction, installation, operation and/or maintenance of the pipeline, the supply of water, or the escape of water. The Subscriber agrees to indemnify and save harmless the Utility, its officials, employees and agents from and against all claims arising by reason of the construction or maintenance of the pipeline, whether from the construction, installation, maintenance or operation of the pipeline, including the interruption or termination of water services, the failure or refusal to provide water services, the quality of water supplied, the construction or transportation of the water or water system, or howsoever otherwise arising out of or in respect to the delivery of water from the point of origin to the point of use.

**SERVICE WATER CHARGES AND OTHER PROVISIONS**

5. a. The Subscriber will pay for water charges and any surcharges upon receipt of invoice within such time as provided by the Utility and thereafter such interest as maybe prescribed from time to time by the Utility.
  - b. In the event of default of payment, the subscriber agrees that the water service may be shut off and that a reconnection fee, as set out in Schedule “A”, shall be paid before the service will be restored.
6. a. The Subscriber shall not supply water to any other party without first obtaining the written consent of the Utility.
  - b. The subscriber agrees to pay to the Utility a security deposit as set out in Schedule “A” to this agreement which can be applied against any outstanding account balances.

**GENERAL**

- 7. a. The Subscriber agrees to be bound by the Utility Bylaws, Regulations and/or the Board Resolutions made by the Utility.
- b. The Subscriber agrees to the resolution of all matters arising out of this Agreement or out of the supply or distribution of water by the Formal Complaint Procedure as adopted by the Utility and to be bound by the decision thereof.
  
- 8. a. The Subscriber certifies he/she/it is the legal, beneficial and registered owner of the said property and if not, represents and warrants to the Utility that the lawful owner of the land has agreed to the provisions hereof, and agrees that any unpaid amount may be added to form part of the taxes of the land.
- b. By initialing each point on Schedule “E”, the Subscriber understands and agrees to each point listed.
- c. This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assignees as the case may be and shall run with the land. The parties hereto agree that a caveat or interest may be filed by the Utility on the lands affected to protect this Agreement.
  
- 9. a. The Subscriber agrees to abide by the Bylaws of the Utility for the duration of this Agreement.
- b. This Agreement shall take effect from the date first above written.
  
- 10. a. The Subscriber shall notify any subsequent owner of the property of the obligation to sign a new Subscriber Agreement and to pay the prescribed fee.
- b. The Subscriber also agrees to notify the Utility if there is a change in ownership of the said property.

***PRINCE ALBERT RURAL WATER UTILITY***

\_\_\_\_\_  
Chairman

(P.A.R.W.U. SEAL)

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Subscriber

**PRINCE ALBERT RURAL WATER UTILITY**

**Prince Albert, Saskatchewan**

**SCHEDULE 'A'**

**TO: NORTH BAY MOBILE HOME PARK RENTER'S AGREEMENT**

**Name on Lease:** \_\_\_\_\_ **(if different from subscriber) Phone:** \_\_\_\_\_

**Photo ID:** \_\_\_\_\_

**Name of Employer:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **How Long?** \_\_\_\_\_

**Unit #:** \_\_\_\_\_ **Name of Landlord:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Connection Fee:**

The connection fee is \$75.00

**Security Deposit:**

The Security Deposit shall be Two Hundred and Fifty (\$250.00) dollars.

**Reconnection Fee**

A Water Re-activation charge shall be levied to reconnect any service that has been shut off for non-payment of any fee or charge or has been shut off for non-compliance with any regulation or demand. This fee shall be of One Hundred Fifty (\$150.00) Dollars during the months of November to April inclusive and One Hundred (\$100.00) during the months of May to October inclusive.

This is Schedule "E" referred to in the "Subscriber Water Supply Agreement"

I/We: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribers of the Prince Albert Rural Water Utility, do hereby agree as follows:

1. Once we have requested to have the meter installed, I am aware that the current monthly service charge will be applied.

Initials: \_\_\_\_\_

2. My/Our subscriber's agreement will be cancelled or suspended at the discretion of the board and that my/our individual water connection will be turned off if I/we choose to bring forth any kind of legal action against the Prince Albert Rural Water Utility where the Prince Albert Rural Water Utility board believes their liability is not evident or is disputed by the Board.

Initials: \_\_\_\_\_

Subscriber(s) signature(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_