

TERMS AND CONDITIONS OF SERVICE

In consideration for CCWW's provision of water service at Customer's Address, Customer agrees to the following terms and conditions:

1. **CUSTOMER TO PAY RATES.** Customer shall pay all applicable rates and charges for water service, as established from time to time by the CCWW Board of Trustees and published at CCWW's website (www.crestonwaterworks.com). Certain customers may also be required to furnish a deposit in accordance with CCWW's Rules and Regulations. Payment of rates and charges in full is due upon receipt of invoice. Delinquent payment may result in additional charges. If Customer's account becomes delinquent, CCWW may also terminate water service until the account is paid and file a property tax lien for the delinquent balance, as provided by law. Customer will remain subject to a minimum charge even while disconnected from service due to delinquent payment.
2. **CCWW RULES AND REGULATIONS INCORPORATED.** The CCWW Board of Trustees has adopted and may from time to time amend its Rules and Regulations governing the provision of water service to Customer's Address. Customer shall comply with all of the Rules and Regulations, which are hereby incorporated into this agreement. A copy of the Rules and Regulations are available upon request.
3. **CUSTOMER RESPONSIBLE FOR FACILITIES AT ADDRESS.** The installation, maintenance and repair of the service pipe and fixtures extending from the water main to Customer's Address—including but not limited to the corporation stop, shut-off valve, stop or curb box, meter box or setting, and meter pit—shall be the sole responsibility of the Customer. In the event that any service pipe or fixture extending from the water main to Customer's Address requires repair, or if the curb box becomes covered so it cannot be readily accessed, CCWW may notify Customer, and Customer shall complete necessary repairs or maintenance in accordance with the Rules and Regulations within ten days after receipt of notice. Customer may request a hearing with a CCWW hearing officer within the time provided for completion of repairs or maintenance by submitting a written request to the CCWW office at 820 S. Park Street, Creston, Iowa 50801. If Customer does not timely conduct repairs following notice, then CCWW shall be authorized to either (1) disconnect water service until such repairs are made, or (2) perform the necessary repairs or maintenance on its own and assess the cost to Customer's account along with a ten percent surcharge. Customer expressly waives any further right to notice or finding of nuisance provided under Iowa Code § 364.12(5). Nothing in this paragraph shall prevent CCWW from undertaking repairs or maintenance to water facilities at Customer's Address without notice in the event of an emergency.
4. **ENTRY ONTO PROPERTY.** Customer authorizes representatives of CCWW to enter upon the premises of Customer's Address for the purpose of examining and inspecting the service pipes and fixtures extending from the water main to Customer's Address, as well as for the purpose of conducting necessary repairs or maintenance pursuant to Paragraph 3.
5. **INDEMNIFICATION AND DISCLAIMER.** Customer shall indemnify and hold harmless CCWW, its Board, and the City of Creston from any and all claims or demands arising from the condition, location, or operation of the water facilities serving Customer's Address. Customer further acknowledges and agrees that CCWW, its Board, and the City of Creston shall not be liable for any damage resulting from defective plumbing, broken or faulty service, or any condition of the water furnished under this agreement.
6. **METERING.** The water furnished under this agreement shall be metered by a meter or meters installed and owned by the Customer. Customer agrees to pay for all water so metered at the applicable rates whether or not such water is wasted. CCWW shall always have reasonable access to all meters and meter reading systems. Customer shall not tamper with any meters, meter reading systems, or other property of CCWW.

Customer shall protect any meter or meter reading systems at Customer's Address from freezing or other damage. Any meter damage intentionally or negligently caused by Customer will be assessed to Customer's account. Meters shall be replaced periodically, based on the useful life of the meter, and the cost of the new meter shall be the Customer's. CCWW reserves the sole right to determine the need for replacement of said meters.

7. **TERM OF SERVICE.** Unless otherwise terminated by CCWW, service under this agreement shall continue until CCWW is notified that service should be discontinued and CCWW is given access to the premises to verify that water service has been physically cut off and the water meter has been removed from the premises. Rates and charges will continue to accrue to Customer's account until such notice is given and such access is provided and may result in collection activity to recover unpaid amounts against Customer and/or the filing of a lien on the premises.
8. **BREACH OF AGREEMENT.** If Customer fails to satisfy any term of this agreement, then the CCWW may, in addition to any other remedy provided by law, terminate water service.
9. **BILLING DISPUTES.** In the event of errors in the amount billed for water service, the amounts due to or from customers shall be subject to retroactive adjustment for a period of not more than five (5) years prior to the date of discovery of the error.
10. **TRANSFER OF ACCOUNTS.** Customer agrees that unpaid amounts accrued on any other CCWW service account held by Customer may be transferred at CCWW's discretion to the account used for service under this agreement.