

**DUCK LAKE WATER ASSOCIATION**

PO Box 1624  
Omak, WA 98841  
(509) 322-5973

**MEMBERSHIP AGREEMENT**

**THIS AGREEMENT** entered into between the Duck Lake Water Association, Inc., a non-profit corporation, hereinafter called the "Association" and

\_\_\_\_\_ member of the Association, hereinafter called "Member".

**WITNESSETH:**

**WHEREAS**, the Member has a legal or beneficial ownership in the real property described below; and

**WHEREAS**, the Member previously applied for membership; and

**WHEREAS**, the Association has approved membership for

\_\_\_\_\_ Domestic Water \_\_\_\_\_  
(type of water service, i.e. domestic, commercial, etc.)

water service through hookup #s \_\_\_\_\_  
(number)

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained,

**IT IS HEREBY** understood and agreed by the parties hereto as follows:

1. The Association shall furnish, subject to water availability and the limitations set out herein and the Bylaws and Rules & Regulations now in force or hereafter amended, water for the hookup(s) described above.
2. The Association authorizes the number of hookups listed above for beneficial use in connection with the following described real property:
  - A. Commonly know as \_\_\_\_\_
  - B. Property's Physical Address: \_\_\_\_\_
  - C. Assessor's 10 digit parcel numbers: \_\_\_\_\_

3. The Association shall install at the Association's expense a water meter, a cut-off valve and a service line for each separate hook-up approved herein. The service line shall begin at the Association's main line and extend to the Member's property line.
4. The Association shall have exclusive right to control and use such service line including cut-off valve and water meter. The Association's service line shall connect with the water main line of the Association at as near as reasonably feasible in the Association's sole discretion to the nearest place of desired use by the Member, provided the Association has determined that the system has sufficient capacity to permit delivery of water at that point.
5. The member shall install and maintain, free of leaks, at the member's expense a connection line, approved by the Association, which shall connect to the Association's meter and extend on to the Member's desired place of use. The Member's line connection to the Association's water meter shall be in accordance with the Association's requirements, including installation of an approved back-flow device, if required.
6. The Association shall: (1) have final authority regarding the location of any Member's service line connection; (2) determine the allocation of water to Members in the event of a water shortage; and (3) shut off water to a Member whose use of water is contrary to this Membership Agreement or the Rules & Regulations and By-laws of the Association.
7. The rights and obligations of membership, although issued in the name of the applicant, shall be appurtenant to the land as legally described above and may not be transferred, altered or changed in any fashion without prior approval of the Association.
8. All monetary assessments levied by the Association shall constitute a lien against the real property and the Association shall have the right to foreclose the lien in the same manner as a real estate mortgage.
9. The Member agrees to comply with and be bound by this Membership Agreement, the Bylaws, and Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed.
10. The Member also agrees to pay for water at such rates, at such times, and at such place as shall be determined by the Association.
11. The Member further agrees to the imposition of such liquidated damages for non-compliance as set forth in the Association's Bylaws and Rules & Regulations, or which may be hereafter adopted and imposed by the Association.
12. The Member agrees that no other source of water will be connected to any water lines served by the Association. The Member shall disconnect from his/her distribution lines any other water supply prior to connecting with the Association's system. In addition, the Member shall eliminate any and all cross connections in the Member's system. In this regard the Association shall have the right, in advance of any connection to the Association's service line, to inspect all water lines of the Member to insure and guard against cross-connections.
13. The Member may connect to the Association's water meter and may commence to use water from the system on the date the service line connection is made available

by the Association, provided the Member gives the Association advance notice in order that the Association can inspect and approve the connection.

14. Water charges to the Member shall commence on the date the Association's service line is available for connection by the Member, regardless of whether or when the Member connects to the system.
15. The failure of a customer to pay water charges duly imposed shall entitle the Association to take the following action:
  - A. Non-payment as of the due date will be subject to an interest charge of 12% per month of the unpaid balance or a minimum of \$2.00 whichever is larger subject to change by the board.
  - B. Non-payment within thirty (30) calendar days from the due date, regardless of accruing interest, may result in the water being shut off.
  - C. In the event it becomes necessary for the Association to shut off the water service to a Member's property, a fee set by the Association in its rate schedule, will be charged for re-establishing the service.
  - D. If any assessment remains unpaid for more than sixty (60) calendar days, the membership may be terminated and the Association may seek foreclosure against the real estate described in the membership certificate, as well as any other legal recourse available for collection of an unpaid debt.
16. The Member agrees that the Association shall be entitled, with reasonable advance notice, to periodically come upon the Member's property and review the Member's water delivery system to check for leaks, irregular connections, other water sources connected to the system, cross-connections or other matters reasonably related to the operation of the Member's water delivery system.

**IN WITNESS WHEREOF**, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**DUCK LAKE WATER ASSOCIATION, Inc.**,  
a non-profit corporation

by: \_\_\_\_\_

\_\_\_\_\_ Floyd Covey \_\_\_\_\_ (print name)

its: President

**MEMBER(S):**

by: \_\_\_\_\_

Signature of New Member

\_\_\_\_\_ (print name)

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Email Address