

TERMINATION AGREEMENT

This agreement is made and entered on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_\_, hereinafter called member, and is as follows:

1. Member is a member of the District by virtue that the member receives water service from the District.
2. Member had failed to connect or has disconnected from the District's water supply system, or has failed to pay his or her account for water services available to the member from the District.
3. The membership agreement provides for a penalty for any member failing to pay the minimum rate for water, when water is available to the member by the District.
4. The party agrees that the membership of the member is herewith terminated.
5. The consequences of termination of the membership of water service are as follows:
  - a. The District shall have the right to remove any and all of its facilities from the member's premises.
  - b. The easement granted District by the original member shall remain in force in perpetuity.
  - c. The District shall not be obliged to remove any of its facilities from the terminating members premises.
  - d. The obligation created in said original membership agreement of the District to provide water to the member and/or members premises is forever terminated.
  - e. If the District provides water to a new member at these premises, the new member will complete a new membership agreement form and pay the new membership fee in force at the time of the agreement.
  - f. If the former member(s) ever requests the reconnection of the Districts water services of the same premises, the former member(s) will pay all costs to reconnect the water services, including the membership fee in force at the time of agreement.
6. The consideration for this termination to be received by the member is the official cancellation of the members obligation to pay any future water accounts, monthly debt charges, and/ or penalties due under the original membership agreement.
7. The consideration for this termination to be received by the District is the continuing easement by the original or present member, relief from its obligation to provide water to the member(s) premises, and the sum of \$

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE EXECUTED IT ON THE DATE ABOVE.

UPPER SOURIS WATER DISTRICT

Member #1 Signature

x \_\_\_\_\_

Member #2 Signature

x \_\_\_\_\_

President Signature

x \_\_\_\_\_

Secretary Signature

x \_\_\_\_\_