



Hardin County Water District No. 2

AGREEMENT FOR FIRE HYDRANT SERVICE INSTALLATION

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ whose address is _____, Kentucky _____, hereinafter referred to as the **CUSTOMER**, and HARDIN COUNTY WATER DISTRICT NO. 2, P.O. Box 970, Elizabethtown, Kentucky 42702, hereinafter referred to as the **DISTRICT**,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the terms and conditions set forth below, the Parties agree as follows:

1. The CUSTOMER hereby requests the DISTRICT to furnish the labor, materials, and equipment necessary to install a fire hydrant [subject to approval from the engineer ensuring that the hydrant meets minimum flow requirements by the Division of Water] at the location of:

2. The **DISTRICT** agrees to furnish the labor, materials, and equipment necessary to install the hydrant service described in paragraph one of this Agreement.
3. The **CUSTOMER** acknowledges that he will be charged by the **DISTRICT** for half of the actual material costs used by the **DISTRICT** in performing the fire hydrant installation, and the **CUSTOMER** agrees to pay the **DISTRICT** for these costs. The **CUSTOMER** acknowledges that the **DISTRICT** will absorb half of the actual material costs as well as the costs of labor and equipment used in performing the fire hydrant installation.
4. The **DISTRICT** agrees to perform the requested construction services in prudent, workman like manner, using quality materials. The **DISTRICT** will take special precautions to avoid any unnecessary damage to trees, shrubs, driveways, and sidewalks.
5. After completion of the construction services, the **DISTRICT** shall restore the property, as nearly as practicable, to its original condition.
6. The **CUSTOMER** shall inform the **DISTRICT** of any septic tanks, water wells, cisterns, sewer lateral field lines, or any other hidden obstacles that may be in close proximity to the area where the construction services are to be performed.
7. The **CUSTOMER** agrees to make a good faith deposit of \$ _____ prior to the **DISTRICT** commencing the construction services. In the event the actual cost is less than the amount of the good faith deposit, then the **DISTRICT** will promptly refund the difference to the **CUSTOMER** upon completion of the project. In the event the actual cost exceeds the amount of the estimate, then the **CUSTOMER** agrees to promptly pay the **DISTRICT** the difference.

8. At the completion of the construction services, the **DISTRICT** shall submit an itemized bill to the **CUSTOMER** detailing the actual costs of performing the construction services. The **CUSTOMER** shall promptly pay the **DISTRICT** the amount billed. Any amount remaining unpaid after thirty (30) days from the date of the bill shall bear interest at the rate of 1 ½ percent per month (18% APR).
9. The **CUSTOMER** acknowledges that the actual cost of performing the construction services may vary from the estimate made by the **DISTRICT** before commencing the construction services. The actual cost of performing the construction services may exceed, or be less, than the estimate.
10. The **CUSTOMER** acknowledges that the fire hydrant and all its connections will remain the property of the **DISTRICT**. The **DISTRICT** will return to the site to perform the periodic maintenance required by the fire hydrant service.

Each of the Parties has executed the Agreement on the date shown opposite his signature.

Date: _____
Customer

Date: _____
District Representative