

**WATER SUPPLY  
AGREEMENT**

between

Penzance/Tuna Bay Property Owners  
Association

and

.....

## **Agreement**

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Date:

## **Parties**

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1. **PENZANCE/TUNA BAY PROPERTY OWNERS ASSOCIATION** (“the Society”)
2. .... of .....  
*[name/names of property owners]*  
 (“the Property Owner”) ..... *[contact address]*

## **Background**

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- A. The Society has established a water supply scheme for the benefit of properties in Penzance and Tuna Bays, Marlborough Sounds.
- B. The Property Owner wishes to take water from the Society’s scheme
- C. The Society will grant that request subject to the Property Owner agreement to enter into this agreement and accepting the following terms and conditions.

## **Agreement**

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1. The Society agrees upon the signing of this agreement to allow the Property Owner to access water from the Society’s scheme.
2. The Property Owner agrees:
  - a. To be responsible for the installation and maintenance of the service from within their property boundaries;
  - b. To install a holding tank and run the household supply from the scheme through that tank;
  - c. If garden taps are connected directly to the supply pipe, to use only one garden tap at any time;
  - d. To pay all levies set by the Committee of the Society;
  - e. To comply with all reasonable conditions issued by the Committee of the Society from time to time as may be necessary for satisfactory operation of the Scheme;
  - f. If the Property Owner’s property is sold, to have the purchaser sign an agreement on the same terms as this agreement, or such terms as are current at the time of change;
  - g. To abide by any direction of the Committee of the Society as to rationing or restricting of use of water available through the scheme;

- h. That there is no claim against the Society in the event the water supplied through the scheme is not potable, regardless of the reason;
- i. There is no guarantee of the quantity of water available;
- j. The Property Owner agrees that any member of the Committee for the time being of the Association may go onto the property for the purposes of checking that are no leaks from the easement water pipe and/or repair the pipeline;
- k. If the Property Owners fail to pay the levy or comply with the conditions then the committee of the Society may give 28 days' notice in writing of its intent to disconnect water supply to the Property Owner's property. Disconnection shall remain in effect until such time as all levies due are paid in full and/or the conditions complied with.

Signed under seal by

**PENZANCE/TUNA BAY PROPERTY**

**OWNERS ASSOCIATION** in the

presence of:

\_\_\_\_\_  
Committee member's signature

\_\_\_\_\_  
Committee member's full name

\_\_\_\_\_  
Committee member's signature

\_\_\_\_\_  
Committee member's full name

Signed by .....

as the Property Owner(s) in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address