

AGREEMENT FOR WATERLINE INSTALLATION

This Agreement ("Agreement") is made and entered into on _____, by and between the City of Willard, Missouri ("City") and Sac River Cowboy Church ("Church"), collectively referred to as the "Parties."

- A. Project Scope
 - a. The City agrees provide the installation of a water main up to the west side of Farm Road 101 to the Church property
- B. City Responsibilities
 - a. Materials: The City shall provide all necessary materials, including but not limited to:
 - b. Water main parts and materials
 - c. Rock and clean dirt
 - d. Equipment for yard clean-up
 - e. Labor: The City shall provide all required labor for the installation.
 - f. Machinery: The City shall supply all necessary machinery for the project.
 - g. Permits: The City shall obtain all required state work permits.
 - h. Maintenance: The City shall be responsible for all maintenance and repair of the water main.
 - i. Workmanship: The City shall address any defects arising due to workmanship.
- C. Church Responsibilities
 - a. Payment: The Church shall pay for all items provided by the City before the fire suppression line is activated.
 - b. Annexation Consent: The Church shall sign a non-revocable consent to annexation form before the City commences work. If the Church fails to complete annexation, they will still be responsible for payment per this agreement but any connection to the main will be terminated.
 - c. Farm Road 101 Crossing: The Church shall be responsible for contacting Greene County to cross Farm Road 101.
 - d. Connection to City Valve: The Church shall connect to the valve placed by the City on the west side of Farm Road 101.
 - e. Private Line Installation: The Church shall install and maintain the line from the City's valve to the Church building.
 - f. Line Locating: The Church shall be responsible for locating their fire suppression main from the valve to the Church for future inquiries.
- D. Limitations of City Responsibility
 - a. The City shall not be responsible for any line extending from the valve placed on the west side of Farm Road 101, either at present or in the future.
- E. Payment Terms
 - a. The Church shall make full payment for all City-provided items before the activation of the fire suppression line.
 - b. The estimated cost of the total payments by the Church to the City will be \$_____ and will be paid in full by _____.
 - c. Failure to make the payment in full will constitute breach and any connection to the watermain church maybe terminated by the city. The city will not restore water service until payment in full is made and annexation is complete.
- F. Effective Date and Termination
 - a. This Agreement shall become effective upon signing by both Parties.
 - b. The Agreement shall terminate upon completion of the project and fulfillment of all obligations herein.
- G. Governing Law
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- H. Entire Agreement
 - a. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether oral or written.
- I. Amendments
 - a. Any modifications to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

