

MARANA DOMESTIC WATER IMPROVEMENT DISTRICT DEBT REPAYMENT AGREEMENT

This Debt Repayment Agreement (“Agreement”) is made and effective as of the _____ day of _____, 2018, by and between Marana Domestic Water Improvement District (the “**District**”), and _____, (the “**Customer**”), collectively referred to as the “**Parties**. ”

RECITALS

- A. Customer receives water from the District, account # _____.
- B. Customer has not paid his/her water bill in full and is arrears in the amount of \$ _____.
- C. Customer has informed the District that he/she cannot pay the water bill in full and requested entering into a payment plan to pay the debt owed to the District over time.
- D. The Parties are entering this Agreement to allow Customer to pay its outstanding water bill over time, in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the Recitals which are incorporated herein and the terms set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are incorporated into the terms of this Settlement Agreement as if fully set forth herein.
2. Payment. Customer shall pay the District the sum of \$ _____, to be paid in three (3) equal monthly installment of \$ _____ by delivering a cashier’s check or money order payable to the Marana Domestic Water Improvement District on or by the 7th of each month.
3. Continuing Service and Cross Default. In addition to the payments set forth in paragraph 2 above, timely monthly payments must also be made for any new

charges for water, related services, and fees associated with the account. If Customer fails to pay the current water charges for the account on or by the due date set forth on Customer's billing statement, such failure is an event of default of this Agreement, and this Agreement may be cancelled at the District's sole discretion and water service can be terminated until all outstanding account balances are paid in full.

4. Failure to Pay. If Customer fails to make payment in accordance with the terms of this Agreement, such failure is a material breach of this Agreement and the District may accelerate the amount of the debt without notice and the entire outstanding balance owed is immediately due and payable upon demand. The customer's water service may be shut off until the balance owed is paid in full.

5. Interest. The District agrees not to charge Customer any interest on the debt so long as Customer timely makes payments in accordance with the terms of this Agreement.

6. Repayment Limitation. Customer can enter into a payment plan only once per 12 months from the time at which any prior payment plan terminates regardless of whether or not the customer paid the account balance before the end of the payment plan termination date.

7. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.

8. Voluntariness. The Parties hereby acknowledge that they have read and understood the terms of this Agreement and are freely and voluntarily entering into this Agreement, un-coerced by any other person, and they have been represented by competent legal counsel of their own choice or have had the opportunity to do so with regard to this Agreement and fully understand the same.

9. No Construction Against any Party. This Agreement has been negotiated by the Parties and shall not be interpreted more strictly against any party on the basis that such party's counsel drafted this Agreement.

10. Remedies Upon Breach. In the event that any Party materially breaches the terms of this Agreement, the non-breaching Party may exercise any and all remedies available to it under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages and injunctive relief.

11. Amendments. This Agreement shall not be modified or amended except by a writing signed by each of the Parties hereto.

12. Additional Documents. Each party to this Agreement agrees to execute any and all documents required in furtherance of the intent and purposes set forth herein.

13. Entire Agreement. This Agreement is the entire agreement between the Parties in respect of the subject matter hereof, and there are no other agreements, written or oral, nor may this Agreement be modified except in writing and executed by all of the Parties hereto.

14. Headings. Headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

15. Counterparts. Separate counterparts of this Agreement may be signed and together shall constitute one agreement.

16. Severability. Should any provision of this Agreement be declared illegal or invalid, the validity of the remaining provisions shall not be affected thereby, and said illegal or invalid provisions shall be deemed not to be a part of this Agreement.

17. Attorneys' Fees. If any action is brought to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and all costs incurred.

18. Competency. Each individual signing this Agreement, whether individually or in some other capacity, acknowledges that he or she is over the age of majority and is mentally competent.

19. Capacity to Execute. The Parties represent and warrant that they have the whole right and exclusive authority to execute this Agreement either individually or on behalf of the entity indicated; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date shown on the first page.

Marana Domestic Water Improvement District

By: _____

Its: _____

[Customer name]