

PAYMENT PLAN AGREEMENT

THIS PAYMENT PLAN AGREEMENT (“Agreement”), made on _____ (“Effective Date”), by and between **LĀNA’I WATER COMPANY, INC.**, a Hawai’i corporation, whose postal address is P.O. Box 630310, Lāna’i City, Hawai’i 96763 (“LWC”), and _____, whose postal address is _____ (“Customer”).

WHEREAS, Customer is currently a water account user with LWC, servicing property located at _____, **Lāna’i City, Hawai’i 96763**;

WHEREAS, as of _____ (**DATE**), Customer has a previous balance due and is in default on charges of \$ _____ owed to LWC (“Previous Balance”);

WHEREAS, Customer has agreed to make payments to LWC in order to cure Customer’s Previous Balance; and

WHEREAS, Customer will continue to be responsible for making timely payments on all current and future payments in addition to the payments for Previous Balance.

NOW THEREFORE, the parties agree to the following:

1. **Payment Plan Terms**: LWC and Customer agree that LWC will not commence to turn off Customer’s water or commence any other legal action as long as Customer satisfies the terms of this Agreement as follows:

a. **Initial Plan Payments**: **Beginning on** _____, Customer will make monthly installment payments to LWC of a minimum \$ _____ on the _____ of the month, which will be applied to the balance of the Previous Balance.

b. **Pay Date**: Customer agrees to make all necessary Initial Plan Payments, as well as the payment of any additional sums necessary for Customer to pay the Previous Balance in full including any further delinquent amount(s) accumulated on or before _____ (the “Pay Date”). Customer will make or deliver payments to the place designated by LWC.

2. **Default**: If Customer, for any reason, fails to make any of the payments described herein or if Customer violates any part of this Agreement (“Default”), the remaining amounts owed by Customer will immediately become due in full, and LWC will be under no further obligation to refrain from exercising any and all remedies under Hawai’i law, including without limitation, pursuing legal action.

3. **Status of Customer’s Account**: Customer acknowledges that until the successful completion of this Agreement, the payments described herein are insufficient to cure Customer’s delinquency and are considered partial payments. LWC agrees to accept such partial payments in an attempt to mitigate the damages caused by Customer’s default. LWC will consider Customer’s account to be in default until Customer brings his or her water account fully current and/or successfully completes the obligations under this Agreement. This Agreement is a temporary plan to allow Customer to continue to have water service while giving Customer a reasonable amount of time to cure the default, and at the same time, reserving LWC’s rights and remedies under Hawai’i law.

4. **Customer’s Acknowledgment**: This Agreement constitutes an acknowledgement by Customer that the amounts and events of default described herein are true and correct, and that LWC is legally entitled to said amounts that are due and owing.

5. Counterparts: This instrument may be executed in counterparts, each of which shall be deemed an original and said counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, LWC and Customer have executed this Agreement as of the Effective Date above.

LWC:

LĀNA'Ī WATER COMPANY, INC.

a Hawai'i corporation

By: _____
Print Name: Joy Gannon
Title: Director

Date: _____

CUSTOMER:

Print Name: _____

Date: _____

Print Name: _____

Date: _____