

WATER USERS AGREEMENT

(COUNTY OF PICKENS)

Sheet No. _____ User No. _____

This agreement between the PICKENS COUNTY WATER AUTHORITY, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "Corporation," and the undersigned water user, hereinafter called the "Water User."

WITNESSETH: That, Whereas; the Water User desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the Corporation and to enter into a Users Agreement as required by the By-Laws of the Corporation.

Now, therefore, in consideration of the mutual consents, promises and agreements herein contained, it is hereby understood and agreed:

1. The Corporation may furnish, subject to the limitations as provided for in the By-Laws and Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with this occupancy of property located at _____, ALABAMA.

2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Corporation and extend to the dwelling and other portions of his premises. The Water User shall connect his service lines to the distribution system as soon as water is made available to the Water User by the Corporation.

3. The Water User's service line shall connect with the distribution system of the Corporation at the place designated by the Corporation, provided the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point.

4. The Water User shall pay for such water at such rates, time and place as shall be determined by the corporation.

5. The Corporation shall purchase and install a cut-off valve and water meter in each service provided use of water is immediately desired. Such cut-off value shall be installed at a point designated by the Corporation. The Corporation shall have exclusive rights to use cut-off value and water meter and to turn it on and off.

6. The Corporation shall make the final determination in any question of location of any service line connection to the distribution system and shall determine the allocation of water to Water Users in the event of a water shortage.

7. The Corporation may shut off the water of a Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

8. The Water User shall pay at least a minimum bill for a period of sixty (60) months from date water is available even though he may not avail himself of the services.

9. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

A. Nonpayment by the 10th of the month will result in a penalty of ten (10%) of the delinquent account.

B. Nonpayment by the 20th of the month will result in the water being shut off from the Water User's property.

10. In the event it becomes necessary for the Corporation to shut off the water from a Water User's property for violation of the Rules and Regulations, a fee will be charged for a reconnection of the service.

The foregoing notwithstanding, the Corporation reserves the right to make or amend the By-Laws and Rules and Regulations of the Corporation from time to time and the Water User agrees to abide by such changes upon notice thereof.

Receipt of a refundable security deposit of One hundred dollars for owner/Two hundred dollars for renters plus a \$25 cut-on fee is hereby acknowledged by the Corporation. In the event service to the Water User is terminated either voluntarily by the Water User, or by the Corporation for cause, the deposit shall be held and applied by the Corporation to any unpaid balance then owing on the Water User's Account. Should the amount be fully paid at the time of termination of service to the Water User, the deposit shall be refunded by the Corporation within a reasonable time thereafter.

11. Each new water service shall include a check valve to prevent backflow. The user shall make no cross connections of the portable water system with other sources of water and shall comply with all provisions of the Ordinance for the Control of Backflow and Cross-connection, a copy of which is available upon request.

12. For any reason the Corporation may not provide water service to the Water User's property, within a reasonable length of time. At such time the Water User may request and receive refund of the security deposit. This agreement shall then be invalid.

"This institution is an equal opportunity provider."

PICKENS COUNTY WATER AUTHORITY
Gene Burkhalter, Chairman

WATER USER