

TOWN OF ADDISON WATER SYSTEM,
A MUNICIPAL CORPORATION

WATER USER'S AGREEMENT
OWNERS

STATE OF ALABAMA
WINSTON COUNTY

This AGREEMENT between the ADDISON WATER SYSTEM, a public corporation organized and existing under and by virtue of the laws of the STATE OF ALABAMA, here in after called the "SYSTEM", and the undersigned water user, here in after called the "WATER USER".

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

NOW, THEREFORE, In consideration of the mutual covenants, promises and agreements herein set out and contained, it is understood and agreed:

1. The System shall furnish, subject to the limitations as provided for in the By-laws and Service Rules and Regulations here in after provided for, such quantity of Water as the Water User may desire in connection with his occupancy of property located in the Addison Water jurisdiction.
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the System at the Systems Water Meter and extend to the dwelling and other points of his premises.
3. The Water User's service line shall connect with the distribution system of the System at the place designated by the System, provided the System had determined in advance that the System'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, times, and places as shall be determined by the System.
5. The System shall purchase and install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such shut-off valve shall be installed in a meter box in conjunction with a meter, within one (1) or two (2) foot of existing or required Right-of way. The System shall have exclusive rights to use the cut-off valve and water meter and to turn it on and off.
6. The System shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation or termination of water to Water Users in the event of a water shortage.

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7. The System 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 without PRIOR WRITTEN NOTICE to the Water System --- A SERVICE will be CLASSED and BILLED according to the NUMBER OF CONNECTIONS to the service. It will be the RESPONSIBILITY OF THE WATER USER who's NAME APPEARS on RECORD of the SERVICE to NOTIFY the Water System when the CONNECTION has been disconnected. SHOULD THE WATER USER FAIL to notify the Water System and approval by the Water System of the changes, the Water System WILL NOT make any ADJUSTMENT TO THE CHARGES ALREADY BILLED prior to notification.
8. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties.
 - A. All payments made after the fifteenth (15th) day of the month will be subject to a penalty of TEN (10%) percent.
 - B. Non-payment within five days past due date will result in the WATER BEING SHUT OFF FROM THE WATER USER'S PROPERTY.
 - C. \$20.00 TRANSFER FEE
9. In the event it becomes necessary for the System to shut off the water from the Water User's property for violation of the Rules and Regulations, a fee will be charged for a reconnection of the service.

In the event damages occur to the property of the System, the User will be responsible for all damages and the service will only be reconnected after all fees have been paid.

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

Receipt is hereby acknowledged by the System. In the event that for any reason the System does not establish and maintain a water system, any sums not expended in investigating the water source or other miscellaneous expenses will be refunded to the Water User's pro rata'.

The Water User understands that a refundable security deposit of Fifty dollars (50) and a non-refundable connect fee of One Hundred dollars (100) will be collected upon connection of service, which said security deposit shall be applicable to any unpaid balance owed by the User to the System for water service rendered and not paid for.

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The Water User understands that tap fees are current cost of materials plus twenty-five percent (25%).

10. I CERTIFY THAT I AM THE LEGAL AND RIGHTFUL OWNER OF THE
LAND FOR WHICH THIS METER SERVICE WILL SERVE.

BY _____
MAYOR

WATER USER

DATE