

CLARENDON COUNTY WATER AND SEWER DEPARTMENT
WATER USERS' AGREEMENT

This agreement entered into by and between Clarendon County Water & Sewer Department ("CCWS"), a public utility and _____, ("Customer(s)") and _____ ("Property Owner"), together known as ("Parties").

WITNESSETH

Whereas the Customer desires to purchase water from the CCWS and to enter into a Water Users Agreement as required by the Clarendon County Water & Sewer Department.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, is hereby understood, and agreed by the parties hereto as follows:

The CCWS shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended such quantity of water as Customer may desire in connection with Customer occupancy of the following described property:

1. Tax Map Number: _____
2. Legal property address: _____

For an agreed upon Tap Fee of \$ _____, the County shall install at the County's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend to the property line. The County shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the County at the nearest place of desired use by the Customer provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

Customer agrees to grant to the County its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipeline and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Customer for the purpose of ingress to and egress from the above-described lands.

Customer shall install and maintain, at the Customer's expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the County's water meter.

Customer agrees to be fully responsible for the service line from the water meter to the home, including the installation of an approved back-flow device, if required.

Customer agrees to keep the area around the water lines and water meter free of obstructions which would impede access to the water/sewer equipment or infrastructure. If obstructions are found within the area that impede access to the water/sewer equipment or infrastructure, the obstructions will be removed by the owner as necessary upon the request of CCWS or its agents.

Customer agrees to comply with and be bound by the Rules and Regulations of the CCWS, now in force, or as hereafter duly and legally supplemented, amended, or changed. Customer also agrees to pay for water at such rates, time, and place as shall be determined by the CCWS and agrees to the imposition of such penalties for

noncompliance as are now set out in the CCWS's Rules and Regulations, or which may be hereafter adopted and imposed by the CCWS.

Property Owner agrees the service account(s) will be placed in the owner's name when the property is unoccupied or when tenants move out. Property Owner agrees to pay the minimum bill when unit is unoccupied.

Customer agrees to pay a deposit in the amount of \$ 150.00 if Customer is not also the owner of the property receiving said service. In the event service is terminated, either voluntarily or by CCWS, the full deposited amount shall be held and applied by the CCWS to any unpaid balance then owing on the service account in question. Should the account be paid in full at the time of termination of service, the amount deposited shall be refunded by the County within a reasonable time thereafter. All refunds will be paid by check.

CCWS shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the CCWS may prorate the water available among the various Customers on such basis as is deemed equitable by the CCWS, and may also prescribe a schedule of hours covering use of water for garden purposes, provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Customers, the CCWS must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes or before supplying any water for garden purposes.

Customer agrees that no other present or future source of water will be connected to any water lines served by the CCWS's waterlines and will disconnect from the present water supply prior to connecting to and switching to the system and shall eliminate their present or future cross-connections in the Customer's system.

Customer shall connect the service lines to the CCWS's water meter and shall commence to use water from the system on the date the water is made available to the Customer by the CCWS. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

In the event the Customer breaches this contract by refusing or failing, without just cause, to connect a service line to CCWS's distribution system as set forth above, Customer agrees to pay CCWS a lump sum of \$750.00 as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Customer in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

Failure of a Customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment after the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment after the 10th day of the month following the due date will result in the water being shut off from the Customer's property.
3. In the event it becomes necessary for the CCWS to shut off the water from a Customer's property, a fee set by the CCWS in its rate schedule will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20____.

Clarendon County Water & Sewer Department

Customer

Representative

Property Owner