

WATER USER’S AGREEMENT

This Agreement between Lowndes County Water Authority, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called "Authority", and the undersigned Water User, hereinafter called the "Water User".

WITNESSETH: That, whereas, the Water User desires to purchase water for domestic, commercial, agricultural, or other uses, from the Authority and to enter into a User’s Agreement as required by the by-laws of the Authority. NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The authority shall 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 his occupancy of property located at _____
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Authority at his property line and extend to the premises, and shall be responsible for all water flowing past the meter. The customer shall be responsible for the installation of a cut-off valve adjacent to meter, on customer’s side of meter.
3. The Water User’s service line shall connect to the Authority’s water meter which shall be placed on the Water User’s Property at a location determined by the Authority, provided the Authority has determined in advance that the Authority’s water system is of sufficient capacity to permit delivery of water to that point. In the event the line or meter must be located upon the property of others, an easement must be obtained from all affected property owners.
4. The Water User shall pay the applicable rate and fees established and/or modified by the Authority.
5. Each new installation (meters larger than ¾" do not include pressure regulator) shall consist of a curb stop, water meter, back flow preventer, consumer cut-off valve and pressure regulator. The water meter shall be installed on the Water User’s property, within three (3) feet of the property line nearest the existing water main. The Authority shall retain ownership of and maintain the curb stop, water meter and back flow preventer. Ownership and maintenance of the pressure regulator and cut-off valve, if new, shall revert to the Water User thirty (30) days after the availability of water to the Water User. All lines and equipment, up to and including the meter, are the property of the Authority.
6. The water meter is installed to serve only one household unit or premises of the undersigned Water User. The Authority will terminate water service or impose extra charges if additional premises are connected to the Water User’s service line.
7. In the event the Authority is unable to supply the requirements of all Water User’s the Authority may allocate the available water supply in an appropriate manner.
8. The failure of a Water User to pay water charges when due shall result in the automatic imposition of the following penalties:
 - A. If the bill is not paid by the delinquent date indicated on the bill, a delinquent fee will be added to the amount due.
 - B. The Water Authority will attempt to collect the amount due from the Water User and a collection fee will be added to the amount due.
 - C. If the bill is not paid by the delinquent date indicated on the bill, water service may be terminated without further notice by turning off and locking the Authority’s cut-off valve. In order to restore water service, an additional charge and an additional deposit plus all other amounts due must be paid to the Authority. Any tampering with the Authority’s lock of Cut-off valve will result in additional penalties to the Water User, up to and including criminal penalties.
 - D. If a water service customer who has been disconnected for non-payment moves into a dwelling that has water service in a different name, the balance due will be transferred to the active account.
9. The Water User may be required to read the water meter monthly and record the reading on the bill stub that will be returned to the Authority with payment of the bill. In the event the User fails to furnish a meter reading monthly and it becomes necessary for the Authority to make a trip to read the Water User’s meter, a fee will be charged for the trip.
10. The Water User agrees to pay a refundable security deposit as set by the Authority. When service is terminated, the deposit will be applied to any unpaid balance owed by the Water User to the Authority and the remaining part will be returned to the Water User.
11. If an amount remains unpaid after termination of a Water Users account, the Water User agrees to pay all costs of collecting the amount due plus a reasonable attorney’s fee and court costs.
12. The Authority does not guarantee or insure an uninterrupted water supply and shall not be responsible for any damages, direct or consequential, that may result from an interruption of the supply of water.
13. Cross connections are strictly forbidden and are subject to disconnection. A cross connection is any connection between safe drinking water and a non potable water or fluid (this includes private wells).

The Authority reserves the right to amend the Water User’s Agreement or the Rules and Regulations of the Authority from time to time, and the Water User agrees to abide by such changes. The Water User, after being notified, agrees to comply with such charges.

There are no other warranties expressed or implied other than those stated herein.

I acknowledge that I have thoroughly read and understand this Agreement and agree to abide by the terms and conditions contained therein. I further acknowledge that I have received a copy of this Agreement.

Witness

Water User

Date

Account Number