

STATE OF ALABAMA)
(
COUNTY OF ETOWAH)

WATER USERS AGREEMENT

THIS AGREEMENT between the BIG WILLS 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".

W I T N E S S E T H

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 covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The Corporation 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 _____, Alabama.
2. The Water User shall install and maintain at his own expense a service line, which shall consist of a cut-off valve and a back flow preventer, which shall begin at a point designated by the Corporation at his property line and extend to the dwelling and other portions of his premises.
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 Water User shall pay at least a minimum bill for a period of twenty-four (24) months from date water is available even though he may not avail himself of the service.
6. The Corporation shall provide and install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such cut-off valve shall be installed either off the Water User's premises, or upon the Water User's property, within three (3) feet of the property line. The Corporation shall have exclusive right to use cut-off valve and water meter and to turn it on and off.
7. The Corporation shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water Users in the event of a water shortage.

8. 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.
9. The failure of a Water User to pay water charges duly imposed result in the automatic imposition of the following penalties:
 - A. Nonpayment by the day after the 15th of the month will be subject to a penalty of ten (10%) percent of the delinquent account.
 - B. Nonpayment by the 26th of the month will result in the water being shut off from the Water User's property. There will be a \$50 cutoff/reconnect fee (\$75 after 1st offense). Water will be shut off on or after the 26th.
10. In 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 reconnection of the service.

The foregoing notwithstanding, the Corporation reserves the right to make or amend the By-Laws or the 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 \$100.00/\$200.00 is hereby acknowledged by the corporation. Non-refundable water activation fee (if owner of property: \$100.00/\$200.00 if renting). The user understands the above \$100 (property owner) \$200 (if renting) is non-refundable. Water activation fee will be collected upon connection of service which said \$200./\$100 shall be applicable to any unpaid balance owed by the user to the corporation for service rendered and not paid for.

BIG WILLS WATER AUTHORITY

By: _____

_____ Water User (Print)

S.S. # (last 4) _____ Acct. _____

Employer _____ Water User (Signature)

Phone # _____ Date: _____

Home Phone # _____ Address _____