

# SPANISH FORT WATER SYSTEM WATER USERS AGREEMENT – MEMBER

**THIS AGREEMENT**, between the Spanish Fort Water system, a non-profit corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter call the "Corporation", and \_\_\_\_\_ Member of the Corporation hereinafter called the "Member".

## WITNESSETH:

**WHEREAS**, the Member desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the Corporation and to enter in a water users agreement as required by the By-Laws of the Corporation.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed:

The corporation shall furnish, subject to limitations as provided in the By-Laws, Service Rules and Regulations, or hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of property located on \_\_\_\_\_ in the Spanish Fort Community of Baldwin County, Alabama.

The Member shall install and maintain at his own expense a service line which shall begin at a point designated by the Corporation property line and extend to the dwelling and other portions of his premises.

The Member'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.

The Member shall pay for such water at such rates, time, and place as shall be determined by the Corporation, and shall pay at least a minimum bill if no water is used during that billing period.

The Corporation shall purchase and install a cut-off valve and a water meter each service within three (3) feet of the property line and the Corporation shall have the exclusive right to use such cut-off valve and water meter and to turn it on and off. Corporation, as required ADEM (formerly Department of Public Health), also shall purchase and install an approved anti-backflow device at the expense of the Member. Member shall be required to install a shut-off valve on user's side of the meter for use in turning off water.

The failure of a Member to pay water charges fully imposed shall result in the automatic imposition of the following penalties:

- A. Non-payment of the "net amount" within fifteen (15) days from the due date will immediately require payment of the "gross amount" of the bill.
- B. Non-payment within (10) days from due date will result in the water being shut off to this service, and restoration of water service will be only after due amount, including damages, penalties and / or service imposed, have been paid.
- C. Non-payment for thirty (30) days after original due date will allow the Corporation, in addition to all others rights and remedies, to terminate membership, and such event, the Member shall not be entitled to receive, nor the Corporation obligated to supply, any water under this agreement.

Bills for the water use will be computed and mailed monthly by the Corporation to the address provided by the Member, but failure or delay of mail delivery shall not exempt Member from payment of charges when due.

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

In the event of a breach of this agreement by Member fails to make arrangements for the return of the deposit within 30 days of the termination of Member's account, Member agrees to forfeit said security deposit to the Corporation and Corporation shall have the right to pursue any other remedies in equity or at law.

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

## DAMAGE TO WATER METERS

All customers of Spanish Fort Water System ("SFWS") are prohibited from causing damage to a Spanish Fort Water System water meter, meter box, transmitter, valve or other appurtenance associated with the water meter (all collectively referenced hereto as "water meter") through willful or negligent acts. Damaging a water meter results in unnecessary expenses to SFWS and impairs SFWS's ability to measure water usage and provide services to our customers. Upon the discovery of any damage to a water meter, SFWS may send written notice to the account holder of record advising them of the matter and demanding payment for the cost of the replacement water meter together with all costs of repair or replacement including, but not limited to, labor costs.

The account holder of record shall have thirty (30) days to pay the applicable costs. If such costs are not paid within thirty (30) days, water shall be cut off and the matter may be referred to the appropriate law enforcement authorities. In addition, the SGWS may seek collection of the above referenced cost. In the event SFWS initiates collection efforts, the customer shall be liable for all costs of collection including, but not limmited to, all attorney's fees.

Receipt of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ as a service connection fee (non-refundable) and a refundable security deposit of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ is hereby acknowledged by me corporation.

**IN WITNESS WHEREOF**, we have hereunto executed this agreement this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Account No. \_\_\_\_\_

SPANISH FORT WATER SYSTEM, a corporation

\_\_\_\_\_  
Member's Signature

By: \_\_\_\_\_  
As Is Authorized Agent