

SPANISH FORT WATER SYSTEM WATER USERS AGREEMENT – RENTAL

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 called the "Corporation" and _____ water user renting property from _____, Member of the Corporation, hereinafter call the "User".

WITNESSETH:

WHEREAS, the User desires to purchase water for domestic, commercial, agricultural, industrial, or other uses from the Corporation and to enter into a water 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; the Corporation shall furnish, subject to limitation as provided in the By-Laws, Service Rules and Regulations, or hereinafter provided for such quantity of water as the User may desire in connection with the occupancy of property located on _____ in the Spanish Fort Community of Baldwin County, Alabama.

The User 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, under agreement with Member (Property Owner), has purchased and installed a service line, cut-off valve, and a water meter for this service within three (3) feet of the property line and the Corporation shall have the exclusive right to use such cut-off valve on the User's side of the meter for User's use in turning off water.

The Corporation shall make the final determination in any question of allocation of water to Users in the event of a water shortage; may shut off the water to a User who allows a connection or extension to be made to his water line the purpose of supplying water to another user.

The failure of a User to pay water charges duly 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 inmediately require payment of the "gross amount" of the bill.
- B. Non-payment within ten (10) days from the 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 charges imposed have been paid.

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

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

In the event of a breach of this agreement by User fails to make arrangements for the return of the deposit within 30 days of the termination of User's account, User 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 User agrees to abide by such changes upon notice thereof.

Receipt of _____ Dollars (\$ _____) as a refundable security deposit is hereby acknowledged by the Corporation.

IN WITNESS WHEREOF, we have hereunto executed this agreement this the _____ day of _____, _____.

Account No. _____

SPANISH FORT WATER SYSTEM, a corporation

User's Signature

By: _____
As It's Authorized Agent