

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.

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