

WATER USER'S AGREEMENT

This agreement entered into between the COKER WATER AUTHORITY, a Public Body, hereinafter called "The Authority," And

Customer's Name:

Customer's Social Security Number:

WITNESSETH

WHEREAS, the Authority is owner and operator of a water utility which is organized pursuant to § 11-88-1, et seq., of the *Code Alabama (1975)*; and

WHEREAS, the Customer desires to purchase water from the Authority and to enter into a water user's agreement as required by the By-Laws and/or Rules and Regulations of the Authority.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Authority shall furnish, subject to limitations set out in its By-Laws and /or Rules and Regulations now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described property:

MAILING ADDRESS:

PHONE #:

SERVICE ADDRESS

(if Different from Mailing Address):

Customer agrees to grant to the Authority, its successors and assigns, without payment and further consideration, a mutually agreed upon, designated, perpetual easement through the above mentioned property, with the right to install, and lay, and thereafter use, operate, inspect, maintain, repair, replace, and remove water pipeline(s), in ground valves, valve markers, line markers, and hydrants, together with the right of ingress to and egress from the above described property. Failure of Customer to grant said easement shall result in revocation of water user's agreement and refund of tap fee.

The Customer shall install and maintain, at Customer's expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Authority at the nearest place of desired use by the Customer, provided the Authority has determined in advance that the system has sufficient capacity to permit delivery of water at that point. Authority shall have final authority in any question of location of any service connection to its distribution system.

The Customer agrees to comply with and be bound by the articles, By-Laws, and/or Rules and Regulations of the Authority, now in force or as hereafter duly and legally supplemented, amended, or changed. The Customer also agrees to pay for water at such rates, time and place as shall be determined by the Authority, and agrees to the imposition of such penalties for noncompliance as are now set down in the Authority's By-Laws and/or Rules and Regulations, or which may be hereafter adopted and imposed by the Authority.

The Authority shall purchase and install a complete tap set, including meter and shut off valve at a point on or near Customer's property. This tap set shall be for the exclusive use of the Authority. Customer shall be prohibited from inhibiting Authority's ability to gain access to tap set. Customer shall also be prohibited from entering, tampering with, damaging, or destroying any part of the tap set. Any damage to tap set caused by Customer, his agents or assigns shall be repaired by Authority, with costs for repairs being added directly to customer's water bill. Failure to comply with this regulation shall be grounds for criminal prosecution and/or immediate disconnection of water service.

Customer shall install for their personal use, one shut off valve on their service line, and a second shut off valve inside the house foundation. Customer shall also install the following: a backflow preventing check valve approved by the Alabama Department of Environmental Management, the Alabama Department of Health, and the Authority, and if necessary, a safety relief valve and/or expansion tank on hot water tank, and a pressure regulating valve. While it shall not be the responsibility of the Authority to inspect each Customer's residence to insure compliance, Authority does reserve the right to inspect for compliance.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the Authority's water lines, and will disconnect from the present water supply prior to connecting to the Authority's system, and shall eliminate all present or future sources of cross connection in the Customer's system.

The Authority shall determine the allocation of water to Customers in the event of a water shortage; and may discontinue service to a Customer who allows a connection or extension to be made to the Customer's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event of a water shortage, the Authority may prorate the water available to meet all of the needs of the various Customers, on such basis as is deemed equitable by the Board of Directors, and may also prohibit use of water for purposes other than domestic use. If, at any time the total water supply shall be insufficient to meet all the needs of the Customers, the Authority must first satisfy all of the needs of the Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer shall connect his (her) service line(s) to the Authority's distribution system and shall commence to use water from the system on the date the water is made available to the Customer by the Authority. **Water charges to the Customer shall commence on the date service is made available, regardless of whether or not Customer connects to the system.**

In the event that the Authority cannot make water service available to the Customer for reasonable cause, the Authority shall have the right to terminate this agreement by delivering tap fee and written notice of termination to the Customer at the earlier described property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the Authority distribution system, and/or pay water charges as set forth above, the Customer agrees to pay to the Authority a lump sum of One Thousand Dollars (\$1,000.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated in that a breach by the Customer in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable loss because of the difficulty of estimating with exactness the resulting damage.

The failure of Customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Payment received after the 15th day of each month shall be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Non-payment within forty (40) days from the 15th of each month shall result in termination of water service to Customer's property.
3. In the event it becomes necessary for Authority to terminate water service to Customer's property, all water charges due, plus a reconnection fee set by the Authority in its rate schedule (currently \$50.00) shall be paid prior to reconnection of Customers water service.
4. In the event a customer requests that the meter be read for a second time within a billing cycle, and the second reading is consistent with the first, a \$10.00 fee shall be imposed.
5. **Disconnection of service because of delinquency does not relieve Customer of monthly minimum billing, as water is still available to Customer if Customer pays delinquent amount plus reconnection fee.**

Although Authority endeavors to provide potable water with appropriate pressure, no guarantee is made thereto, and Authority cannot control acts of God, negligence of others, or structural and mechanical shortcomings in its water distribution system and this agreement is subject to the same with Authority providing only its best efforts, with no warranties of any kind, expressed or implied.

SPECIAL CONSIDERATIONS

No assurance is made as to volume, pressure, or hydraulics at this location, and this agreement is made with customer having been cautioned as to such possible limitations.

Water service will be installed at existing grade level, or, if possible, as customer requests. Any adjustment of water service after installation shall be entirely at customer expense, at the existing rate for labor and material.

SPECIAL COSTS. If conditions prevent Authority from installing water service as requested by Customer, Authority will notify Customer of problem(s) preventing installation. Authority shall provide Customer with a written estimate of special costs associated with installation of water service. Customer shall have the option of agreeing to pay special costs or requesting termination of Water Users Agreement and refund of tap fee.

Tap Fee Amount:

NEW TAP [] TRANSFER []

PREVIOUS OWNER:

PREVIOUS ACCOUNT NUMBER:

DEED PRESENTED OR OWNERSHIP VERIFIED? [] YES [] NO

IN WITNESS WHEREOF, this agreement is executed

Customer

Date

Customer

For Coker water Authority

COKER WATER AUTHORITY

P.O. Box 98
COKER, ALABAMA 35452