

WATER USERS AGREEMENT

STATE OF ALABAMA)

Name _____

Address _____

COUNTY OF COOSA)

Date _____

THIS AGREEMENT between the **STEWARTVILLE WATER AUTHORITY, INC.** a public corporation organized and existing and by the virtue of the laws of the State of Alabama, hereinafter called the "**Authority,**" and the undersigned water user, hereinafter called the "**Water User**".

WITNESSETH: That, Whereas, the **Water User** desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the **Authority** and to enter into a **Users Agreement** as required by the **By-Laws of the Authority.**

NOW, THEREFORE, In consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The **Authority** 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 (address) _____, Alabama.
2. The **Water User** shall install and maintain at his own expense a service line which shall begin at a point designated by the **Authority** at his property line and extend to the dwelling and other portions of his premises.
3. The **Water User** service line shall connect with the distribution system of the **Authority** at the place designated by the **Authority**, provided the **Authority** has determined in advance that the **Authority'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 **Authority.**
5. The **Authority** shall purchase and install a cut-off valve, Backflow valve, and 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 **Authority** shall have exclusive right to use such cut-off valve and water meter and to turn it on and off.
6. The **Authority** 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.
7. The **Authority** 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.
8. The failure of a **Water User** to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. Nonpayment after 15th of the month the bill is due will be subject to a penalty of 10% of the delinquent account.
 - B. Nonpayment by the last day of the month the bill is due will result in the water being cut-off from the **Water User's** property.
9. In the event it becomes necessary for the **Authority** to shut off the water from a **Water User's** property for violation of the **Rules and Regulations**, a fee of \$50.00 will be charged for reconnection of the service.

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

The user understands that a refundable security deposit of \$100.00 (LandOwner) or \$150 (Renter or Non-Owner) will be collected upon connection of service.

WATER USER