

WATER USERS AGREEMENT

THIS AGREEMENT BETWEEN BROWNS CREEK WATER CO., INC., A NON-PROFIT CORPORATION, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF SOUTH CAROLINA, HEREINAFTER CALLED THE CORPORATION AND _____
A MEMBER, HEREFTER CALLED THE MEMBER.

WHEREAS, THE MEMBER DESIRES TO PURCHASE WATER FOR DOMESTIC, BUSINESS, 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 AGREEMENT CONTAINED; IT IS HEREBY UNDERSTOOD AND AGREED:

THE CORPORATION SHALL FURNISH, SUBJECT TO THE LIMITATION HEREINAFTER PROVIDED FOR SUCH QUALITY OF WATER AT THE MEMBER'S PROPERTY LINE LOCATED AT:

THE MEMBER'S SERVICE LINE SHALL CONNECT WITH THE DISTRIBUTION SYSTEM OF THE CORPORATION AT THE NEAREST PLACE OF DESIRED USE BY THE MEMBER, PROVIDED THAT THE CORPORATION HAS DETERMINED IN ADVANCE THAT THE WATER SYSTEM IS OF SUFFICIENT CAPACITY TO PERMIT DELIVERY OF WATER AT THAT POINT.

THE MEMBER SHALL PAY FOR WATER AT SUCH RATES, TIMES, AND PLACES AS SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE CORPORATION. THE CORPORATION MAY MAKE INSPECTIONS TO ENFORCE THESE PROVISIONS. VIOLATIONS SHALL BE GROUNDS FOR DISCONNECTIONS OF THE SERVICE.

THE CORPORATION SHALL PURCHASE AND INSTALL A CUT-OFF VALVE AND MAY ALSO INCLUDE A WATER METER IN EACH SERVICE. SUCH A CUT-OFF VALVE AND METER SHALL BE INSTALLED WITHIN THREE (3) FEET OF THE DISTRIBUTION SYSTEM. THE CORPORATION SHALL HAVE EXCLUSIVE RIGHT TO USE SUCH CUT-OFF VALVE AND WATER METER AND TO TURN IT ON AND OFF. THE CORPORATION MAY REFUSE SERVICE TO ANY MEMBER WHO TAMPERS WITH A METER OR OTHER MEASURING DEVICE.

THE CORPORATION SHALL HAVE FINAL JURISDICTION IN ANY QUESTION OF LOCATION OF ANY SERVICE LINE CONNECTION TO ITS DISTRIBUTION SYSTEM, SHALL DETERMINE THE ALLOCATION OF WATER TO MEMBERS IN THE EVENT OF A WATER SHORTAGE; MAY SHUT OFF THE WATER TO A MEMBER WHO ALLOWS A CONNECTION OR EXTENSION TO HIS SERVICE LINE FOR THE PURPOSE OF SUPPLYING WATER TO ANOTHER USER.

- a. Nonpayment within ten days from the due date will be subject to a penalty of ten (10) percent of the delinquent account.
- b. Nonpayment within thirty days from the due date will result in water being shut off from the member's property.
- c. Nonpayment for sixty days after the original due date will allow the Corporation in addition to all other rights and remedies to cancel the member's Membership Certificate and terminate his membership and in such event the member shall not be entitled to receive, nor the Corporation to supply, any water under this agreement.

Membership may be cancelled and/or service disconnected by the Corporation for any violation of any rule, regulation, or condition of service and especially for any of the following reasons:

- a. Misrepresentation on application as to the property or facilities to be supplied or use to be made of the service.
- b. Tampering with main lines or valves or permitting such tampering by others.
- c. Connections, or cross-connections, from meter's service line to facilities not covered by this agreement.

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

BROWNS CREEK WATER CO., INC.

ATTEST:

ROBERT PALMER

JIMMIE CARTER, PRESIDENT

DEPOSIT-----\$175.00
REFUNDABLE-----\$ 75.00
DEPOSIT (NO METER IN BOX) -----\$200.00
REFUNDABLE (NO METER IN BOX) -----\$100.00
NON-REFUNDALBE MEMBERSHIP FEE ----\$100.00
TAP FEE ¾" (INCLUDES DEPOSIT) ----- \$2275.00
TAP FEE 1" (INDLUDES DEPOSIT) ----- \$2675.00

MEMBER _____

MEMBER _____

SSN _____

SSN _____

PHONE # _____

PHONE # _____

DRIVERS LIC _____

DRIVERS LIC _____

DRIVERS LICE STATE _____

DRIVERS LICE STATE _____

EMAIL ADDRESS _____

EMAIL ADDRESS _____