

**STATE OF ALABAMA
COUNTY OF WILCOX**

**THE WILCOX COUNTY WATER SYSTEM
WATER USERS AGREEMENT**

THIS AGREEMENT between the Wilcox County Water System, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "WCWS" 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 WCWS and enter into a Users Agreement:

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

1. The WCWS shall furnish, subject to the limitations as provided for in the Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with his property located in Wilcox County, Alabama.
2. If the Water User has not executed a Homeowner Certification/Right of Entry Permit which grants permission for representatives of the Plumber to install a service line from the property line to the dwelling then the Water User shall install and maintain, **at his own expense**, a service line which shall begin at a point designed by the WCWS at his property line and extend to the dwelling and other portions of his premises. The service line located on the Water User's property shall be owned and maintained by the Water User.
3. The Water User's service line shall connect with the distribution system of the WCWS at the place designed by the WCWS, provided the WCWS has determined in advance that the WCWS'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 WCWS.
5. The WCWS shall purchase and install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such cutoff valve shall be installed at the water meter. The WCWS shall have exclusive right to use the cut-off valve and water meter and to turn it on and off.
6. The WCWS 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 WCWS may disconnect service to 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. **Payment is due in full by the fifteen (15th) of the month.** If payment is not made by the fifteen (15th) of each month, the Water User will be subject to a penalty of a \$5.00 LATE FEE.
 - B. **In addition, nonpayment within the next twenty (20) days, which would be the 5th day of the following month,** an additional \$50.00 (RECONNECT FEE) will be added and the water service will be disconnected until the account is paid in full.
9. The WCWS reserves the right to make or amend the Rules and Regulations of the WCWS from time to time, and the Water User agrees to abide by such changes upon notice thereof.

Signed on this the _____ day of _____ 20____.
(Day) (Month) (Yr)

WATER USER SIGNATURE

ATTEST:

Wilcox County Water System

MAP KEY # _____