

CLARENDON COUNTY WATER AND SEWER DEPARTMENT

WATER USERS AGREEMENT

This agreement entered into between Clarendon County Water & Sewer Department, a public utility and

_____, Customer(s) of the Department.

WITNESSETH

Whereas, the Customer desires to purchase water from the County and to enter into a water users agreement as required by the Clarendon County Water & Sewer Department.

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 County shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended such quantity of water as Customer may desire in connection with Customer occupancy of the following described property:

1. Tax Map Number: _____
2. Legal property address: _____

For an agreed upon Tap Fee of \$_____, the County shall install at the County's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend to the property line. The County shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the County at the nearest place of desired use by the Customer provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

_____ The Customer agrees to grant to the County its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipeline and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Customer for the purpose of ingress to and egress from the above-described lands.

_____ The Customer shall install and maintain, at the 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 to the County's water meter.

_____ The Customer agrees to be fully responsible for the service line from the water meter to the home, including the installation of an approved back-flow device, if required.

_____ **The Customer agrees to keep the area around the water lines and water meter free of large trees or shrubs which would impede access to the water meter.** If installed or grown within the area, they will be trimmed or removed by the owner as necessary on request of the County or its agents for access to the water meter.

_____ The Customer agrees to comply with and be bound by the Rules and Regulations of the County, 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 County and agrees to the imposition of such penalties for noncompliance as are now set out in the County's Rules and Regulations, or which may be hereafter adopted and imposed by the County.

The Customer agrees to pay a deposit in the amount of _____. In the event service to the Customer is terminated, either voluntarily by the Customer, or by the County for cause, the deposit shall be held and applied by the County to any unpaid balance then owing on the Customer's account. Should the account be fully paid at the time of termination of service to Customer, the deposit shall be refunded by the County within a reasonable time thereafter.

The County shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of 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 there is a shortage of water, the County may prorate the water available among the various Customers on such basis as is deemed equitable by the County, and may also prescribe a schedule of hours covering use of water for garden purposes, provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Customers, the County must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes or before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the County's waterlines and will disconnect from the present water supply prior to connecting to and switching to the system and shall eliminate their present or future cross-connections in the Customer's system.

The Customer shall connect the service lines to the County's water meter and shall commence to use water from the system on the date the water is made available, to the Customer by the County. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the County's distribution system as set forth above, the Customer agrees to pay the County a lump sum of \$750.00 as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages 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 actual loss because of the difficulty of estimating with exactness the resulting damages.

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

1. Nonpayment after the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment after the 10th day of the month following the due date will result in the water being shut off from the Customer's property.
3. In the event it becomes necessary for the County to shut off the water from a Customer's property, a fee set by the County in its rate schedule will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20_____.

Clarendon County Water & Sewer Department

Representative

Customer

Customer