

Account # _____
Date _____

Serial # _____
RFID # _____

STARR-IVA WATER & SEWER DISTRICT WATER USERS AGREEMENT

This agreement is between Starr-Iva Water & Sewer District (hereinafter called the "DISTRICT") which is organized and existing under the laws of the State of South Carolina, and the named individual or business (hereinafter called the "USER").

NAME: _____
PHONE NUMBERS: _____
MAILING ADDRESS: _____
DRIVERS LICENSE NO.: _____
EMAIL: _____
SSN: _____

It is the desire of the USER to purchase water from the DISTRICT for domestic, business and/or other uses. The USER enters into this "Water Users Agreement" as required by the DISTRICT'S By-Laws.

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

The DISTRICT shall furnish such quantity of water, subject to any limitation(s) stated within this Water User Agreement, to the USER'S property located at:

_____.

_____ The DISTRICT recommends the USER install and maintain, at his/her own expense, a service line cut off valve. The cut off value should be installed between the USER'S dwelling and/or between any other portion of the USER'S premise which is being supplied water and the DISTRICT'S meter. The USER'S service line shall connect with the District's water distribution system at the nearest point the USER desires. The USER'S connection point must first be approved by the DISTRICT after it has determined, in advance, that the water system is of sufficient capacity to permit delivery of water at that point. The DISTRICT shall have final authority over any questions of location of any service line connection to its water distribution system.

The DISTRICT shall purchase, at its own expense, and install its own cutoff valve and water meter upon the USER'S premise and/or property. The DISTRICT shall have the exclusive right to the access and egress of the DISTRICT'S cutoff value and water meter. The DISTRICT shall have **exclusive right** to use such cutoff valve and water meter at all times.

The DISTRICT shall have the authority to turn its water meter on and/or off for the purposes which include but are not limited to: maintenance, inspection and/or for the failure of the USER to pay as stated in this agreement.

_____ The DISTRICT is not responsible for damage to the USER's household water heaters and/or other plumbing fixtures as a direct result of work performed by the DISTRICT on its water system. For this reason, it is not only recommended but REQUIRED that all existing Users as well as new USERS install a PRESSURE-REDUCING VALVE.

The USER is obligated and required to pay for such water supplied by the DISTRICT at such rates, times and place as determined by the DISTRICT's Board of Directors.

_____ The USER's water user agreement is only for the property listed herein. The USER agrees that he/she will make no physical connection between any private water system and the DISTRICT's water system. The USER agrees not to allow a connection or extension to be made to his/her service line for the purpose of supplying water to another additional dwelling or residence not listed in this agreement. Any violation of this provision shall be grounds for the disconnection of the service.

The DISTRICT may, at any reasonable time, make inspections to enforce any provision in this Water User Agreement. Violation of this provision or any other meter tampering shall be grounds for disconnection of the service.

_____ Failure of a USER to pay for the water charged by the DISTRICT shall result in the automatic imposition of the following penalties:

a. A ten (10) percent penalty will be imposed and added to the USER's water charge/bill in the event of the USER's failure to pay the water charge/bill on or by its due date.

b. Failure of the USER to pay the DISTRICT for the water charged within seven (7) days from the bill's due date will result in the DISTRICT shutting off the water service to the USER's property.

c. In the event it becomes necessary for the DISTRICT to shut off the water to the USER's property, the USER will be charged a fee for the reconnection of services. The fee will be determined and set by the DISTRICT's Board of Directors.

d. Failure of the USER to make full payment within ninety (90) days after the original bill's due date will automatically allow the DISTRICT to remove the DISTRICT's water meter that provided service to the USER's property. In such event, the USER acknowledges that the DISTRICT will terminate his/her services and the USER shall not be entitled to receive, nor the DISTRICT obligated to supply, any water under this agreement due to the USER's failure to pay.

e. In the event the DISTRICT terminates the USER's service, the USER will forfeiture his/her initial water service tap fee. If the USER request reinstatement of service, then a reinstatement fee will be charged at the discretion of the DISTRICT's Board of Directors. Before service will resume the USER will be required to bring his/her account current by paying the full amount due on the bill along with any and all fees, costs and charges associated with USER's failure to pay.

_____ The DISTRICT offers water leak insurance protection through Servline®. Please initial if you desire to be covered by them. The charges will reflect on each bill.

_____ Should a USER desire to have water service discontinued to one or more taps, then the USER shall notify the DISTRICT of their desire either in writing or in person at the DISTRICT's office. Prior

to service disconnection the USER will be required to provide the DISTRICT with photo identification along with other information requested to identify the USER's identity. Upon payment of the account in full, the DISTRICT shall disconnect the meter and/or tap and shall have no further duty or obligation to the USER as to that tap. In the event the USER desires to resume service as to that tap, the USER shall pay the fees such as would be incurred by new USERS who are paying the tap-on fee and any other fees applicable to new Membership.

Please note that once you have initiated service by signing this document and payment has been collected, you are considered an "ACTIVE" USER/customer; you will receive a bill beginning the following month after installation of the meter. You receive a MINIMUM BILL even if there is no usage.

PLEASE PUT A CUT OFF VALVE ON YOUR SIDE OF THE METER. DO NOT TAMPER WITH THE DISTRICT'S METER CUT OFF VALVE.

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

ATTEST:

User

STARR-IVA WATER & SEWER DISTRICT

BY: _____
District Representative

District acknowledges receipt of \$ _____ dollars.