

UNICOI WATER UTILITY DISTRICT USERS AGREEMENT

This agreement entered into between the Unicoi Water Utility District, hereinafter called the "Utility",
And _____, hereinafter called "User".

WITNESSETH

Whereas, the User desires to purchase water from the Utility and to enter into a water users agreement as required by the Bylaws of the Utility.

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

Legal property address: _____
(House or Apt. Number) (StreetName)

(City) _____, _____ (State) _____ (Zip Code) _____ (Date of Birth) _____

(Telephone Number) _____ (Driver's License Number) _____ (Social Security Number) _____

The Utility shall install 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 Utility shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Utility at the nearest place of desired use by the User, provided the Utility has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The User agrees to grant to the Utility, 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 pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above-described lands.

The User shall install and maintain at the user'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 Utility's water meter.

The User also 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 Utility agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Utility, now in force, or as hereafter duly and legally supplemented, amended, or changed. The User also agrees to pay for water at such rates, time, and place as shall be determined by the Utility, and agrees to the imposition of such penalties for noncompliance as are now set out in the Utility's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Utility.

The User agrees to pay, in addition to the tap fee if applicable, a refundable deposit in the amount of \$ _____, and a non-refundable service charge in the amount of \$ _____. In the event service to the User is terminated, either voluntarily by the User, or by the Utility for cause, the deposit

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shall be held and applied by the Utility to any unpaid balance then owing on the User's account. Should the account be fully paid at the time of termination of service to the User, the deposit shall be returned to the User.

The Utility 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 to Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made of the user'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 Users, or in the event there is a shortage of water, the Utility may prorate the water available among the various Users on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users and require adherence thereto or prohibit the 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 Users, the Utility must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

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

The User shall connect the service lines to the Utility's water meter and shall commence to use water from the system on the date the water is made available (within reason as determined by the Utility Manager), to the User by the Utility. Minimum water charges to the User shall commence on the date service is made available, regardless of whether the User connects to the system.

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

1. Nonpayment after 3:00 pm on the due date will be subject to a penalty of ten percent of the delinquent account. If the User fails to receive a bill, he/she is still responsible to pay on time.
2. The bill is due and payable upon receiving it. Service is subject to disconnection without notice if payment is not received by the day after the due date.
3. 3. In the event it becomes necessary for the Utility to shut off the water from User's property, a fee set by the Utility in its rate schedule will be charged for a reconnection of the service.

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

_____, _____ . Residential Commercial

_____ (User)

_____ (Utility Witness)

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