

KERSHAW COUNTY AND LEE COUNTY REGIONAL WATER AUTHORITY

DBA CASSATT WATER

2638 Old Stagecoach Road

Cassatt, SC 29032-9657 (803)432-8235

Mailing Address _____ Phone _____

This agreement entered into between Kershaw County and Lee County Regional Water Authority (Cassatt Water), hereinafter called the 'Authority' and , _____ Hereinafter called 'user'

WHEREAS, the User desires to purchase water from the Authority and enter into a Water Users Agreement as required by the Authority. The Authority shall furnish, subject to the limitations set out in the Bylaws and/or Rules or Regulations now in force or as hereafter amended, such quantity of water as the User may desire in connection with the user's occupancy located at _____

The User agrees to assign to the Authority and its successors a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, 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 and egress from the above described lands.

The User shall install and maintain at his own expense a service line, check valve, pressure regulating valve and shut off valve to the dwelling or other premises from the meter in sufficient capacity to permit delivery of water in quantity for his use and to control any changes in pressure which can occur in the line.

A person who requests a water meter to be paid for by him as the User on property not owed by him, must have written consent from the owner of said property stating that the property owner assumes all responsibility of the tap on the date the tap is installed.

A renter of a User's property agrees to pay a deposit to guarantee payment of services. In the event service to the Renter is terminated, either voluntarily by the Renter or by the Authority for cause, the deposit shall be applied to any unpaid balance due on Renter's account. Should the account be fully paid at the time of the termination of service, the deposit shall be refunded within a reasonable time thereafter. The Renter shall abide by all the rules and regulations of the Authority and shall be designated User having all responsibility as long as he rents the property. At the time of termination of service to the Renter, the responsibility shall transfer back to the property owner.

The User agrees to pay for water at such rates, time and place as shall be determined by the governing body of the Organization.

The User shall not connect any additional dwelling or residence to be served through his water meter.

The User must visibly disconnect his private system when he connects his residence to the system of the Organization. The User must then use the Organization's water for all household uses, but may continue to use his private system for outside uses. The Organization may at any reasonable time make inspections to enforce this regulation.

The Authority shall install cutoff valve and water meter in each service. The Authority shall have exclusive right to use such cutoff valve and meter. Customer's use of this equipment will result in a replacement charge.

The Authority shall have jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to users in event of a water shortage; may shut off the water to a user who allows a connection of extension to be made to his service line for the purpose of supplying water to another user.

The User shall connect his service lines to the distribution system and shall commence to use water from the system as soon as possible after water is made available to the User. Base charges to the User shall commence on the date service is made available, regardless of whether the User connects to the system. The User is responsible for the payment of monthly usage fees and rates until he makes a request in writing to have the service disconnected. Abandonment with failure to request disconnect and payment of final bill will result in continued billing, disconnect for nonpayment, bad debt status, and associated penalties and charges. All bad debts will be turned over to the S.C. Dept of Revenue's Setoff Debt Program.

In the event the user shall breach his contract by refusing or failing, without just cause, to connect his service line to the distribution system, as set forth, the User agrees to pay the Authority a lump sum of Four Hundred Dollars (\$400.00) as liquidated damages. A failure to connect would cause serious and substantial damage to the Authority, and would be difficult, if not impossible, to prove the amount of such damages, the parties hereto have computed, estimated and agreed upon in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages. User agrees that the Authority cannot always control the amount of water pressure and any damage from fluctuating water pressure is assumed by User.

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

A. Payment must be received in the office of the Organization by the 20th of each month or penalty of ten percent (10%) will be added to the current month's bill.

B. If payment is not received by the 20th of the following month, a delinquent account processing fee of \$60 will be applied and your services will be terminated. No notice will be given prior to shutoff.

C.. Non-payment by the 20th of the third month, or any perceived infrastructure tampering, permits the Authority to remove the meter and terminate service and, in such an event, the User shall not be entitled to receive nor the Authority to supply, any water under this agreement. If reinstatement after this date, a fee will be charged at the discretion of the Governing body.

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

User Signature

Approved by (office use only)

User Social Security Number- _____