ACCOUNT \_\_\_\_\_\_\_\_\_\_\_\_ TAP FEE\_\_\_ \_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEM FEE \_\_\_\_\_\_\_\_\_\_\_

REFUND DATE\_\_\_\_\_\_\_\_\_\_ TRANSFER \_\_\_\_\_\_\_\_\_\_

B\_\_\_W\_\_\_I\_\_\_H\_\_\_O\_\_\_ RENT DEP\_\_\_\_\_\_\_\_\_\_

TOTAL \_\_\_\_\_\_\_\_\_\_\_\_\_

# WATER USERS AGREEMENT

This agreement, between MONTMORENCI-COUCHTON WATER & SEWER DISTRICT, INC., a non-profit corporation, organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the Corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a member, hereinafter called the Member.

WHEREAS, the Member desires to purchase water for domestic, business, or other uses from the Corporation, and to enter into a Water Users Agreement as required by the Bylaws of the Corporation.

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

The Corporation shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the member’s property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Member shall install and maintain at his own expense a service line, beginning at his property line and extending to his dwelling or facility to be served.

The Member’s service line shall connect with the distribution system of the corporation at the nearest place of desired use by the Member, provided that the Corporation has determined in advance that the water system is of sufficient capacity to permit deliver of water at that point.

The Member shall pay for water at such rates, times, and place as shall be determined by the Board of Directors of the Corporation.

The Member shall pay the minimum periodic charge commencing on the date that service is connected.

The Member agrees that he will make no physical connection between any private water system and the water system of the corporation. The corporation may make inspections to enforce these provisions. Violation shall be grounds to disconnection of the service.

Montmorenci-Couchton Water District, Inc. will install an angle valve, meter and meter box at each service. Use of the angle valve, meter and meter box are for the exclusive use of Montmorenci-Couchton Water District, Inc. The corporation may refuse service to any Member who tampers with a meter or other measuring device.

As Montmorenci-Couchton Water District, Inc water pressures are greater than 100 psi in certain areas, the corporation recommends the customer install a pressure regulator. THE REGULATOR AND CUSTOMER CUT-OFF ARE THE PROPERTY OF THE HOMEOWNER AND THE CORPORATION ASSUMES NO LIABILITY FOR THE DEVICE’S FAILURE NOR WILL THE CORPORATION MAINTAIN THE DEVICES IN THE FUTURE. WE RECOMMEND THAT CUSTOMERS REGULARLY CHECK/MAINTAIN/REPLACE THE DEVICES AS NECESSARY. THE MEMBER ACKNOWLEDGES THIS SPECIFIC PARAGRAPH AND AGREES TO THESE TERMS BY INITIALING THIS PARAGRAPH.\_\_\_\_\_\_\_

The South Carolina Dept. of Health also now requires any residential in-ground lawn sprinkler system to comply with certain backflow prevention laws. SHOULD SUCH A SPRINKLER SYSTEM BE INSTALLED, THE CUSTOMER ACKNOWLEDGES THAT HE/SHE IS AWARE, THAT A RESIDENTIAL DUAL CHECKVALVE MUST BE INSTALLED. IF A WELL IS ATTACHED TO THE SYSTEM OR ANY OTHER SOURCE OF WATER IS ATTACHED TO THE SPRINKLER SYSTEM. A DOUBLE CHECK VALVE ASSEMBLY MUST BE INSTALLED. THE CORPORATION MUST BE NOTIFIED PRIOR TO THE DEVICE BEING PLACED IN SERVICE FOR INSPECTION. THE RESIDENTIAL DUAL CHECK VALVE WILL BE REPLACED EVERY TEN (10) YEARS BY THE CUSTOMER AND AT THE CUSTOMERS EXPENSE. THE DOUBLE CHECK VALVE ASSEMBLY WILL BE INSPECTED BY A DHEC CERTIFIED INSPECTOR WHEN INSTALLED AND EVERY YEAR THEREAFTER, AT THE CUSTOMERS EXPENSE. VIOLATION OF THIS PROVISION WILL RESULT IN AN IMMEDIATE TERMINATION OF SERVICE. THE CUSTOMER ACKNOWLEDGES THIS SPECIFIC PARAGRAPH AND AGREES TO THESE TERMS BY INITIALING THIS PARAGRAPH.\_\_\_\_\_\_\_\_

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

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

1. Non-payment within twenty days from the due date will be subject to a penalty of ten (10) percent of the delinquent account.
2. Non-payment by the 25th of the month will result in the water being shut off from the Members property.
3. Non-payment for sixty days after original due date will allow the corporation, in addition to all other rights and remedies to cancel and terminate his membership, and, in such event the Member shall not be entitled to receive, nor the Corporation obligated to supply, any water under this agreement.

Membership may be cancelled and/or service discontinued by the Corporation for any violation of any rule, regulation, or condition of service and especially for any of the following reasons:

1. Misrepresentation in application as to the property or facilities to be supplied or use to be made of the service.
2. Tampering with main lines or valves or permitting such tampering by others.
3. Connections, or cross-connections, from the Member’s service line to facilities not covered by this agreement.

IN WITNESS WHEREOF, we have hereunto executed this agreement this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

MONTMORENCI-COUCHTON WATER DISTRICT, INC.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member

Telephone No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_