

WATER/SEWER USERS AGREEMENT  
Building Contractor/Developer Agreement

This is an agreement between the LITTLE RIVER WATER & SEWERAGE COMPANY, INC., a nonprofit corporation organized and existing under and by virtue of the laws of the State of South Carolina, (hereinafter called the "Company"), and \_\_\_\_\_, a building contractor or agent for the property developer, (hereinafter called the "Applicant").

WITNESS:

WHEREAS, the Applicant desires to purchase temporary water service, temporary sewerage service, or a combination of both from the Company and agrees to enter into a water/sewer users agreement, as required by the Bylaws of the Company; and

WHEREAS, the Applicant certifies that the request is for construction purposes at

\_\_\_\_\_ and not for general residential, commercial, or industrial occupancy at such location; and

WHEREAS, Company's regulations contain procedures for accommodating the water and sewerage needs of persons engaged in constructing building for ownership by others;

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

THE COMPANY AGREES:

To furnish water and/or sewer service to the Applicant at the above-stated location for a period not to exceed 12 months, upon the understanding that Applicant seek only such water and/or sewerage services capacity as is generally required for construction of buildings that will be operated as

\_\_\_\_\_ on the above-cited location.

To furnish the requested water and/or sewer service at the rate published by the Company for the class of service requested by Applicant on the date of this agreement or as hereafter changed by its Directors, as provided in the Bylaws of the Company.

To render periodic billings for such services to the Applicant, subject to any limitations provided below.

To refund to Applicant, after the Applicant conveys the site to a new owner, any portion of the deposit not used in balancing the Applicant's account when water and/or sewer services for construction purposes are terminated.

APPLICANT AGREES:

To post a deposit of \$150.00 for water service or water and sewer service.

To hereby authorize Company to, upon receipt of notice of termination by Applicant or at the expiration of the contract, immediately without notice to Applicant, use the above-specified deposit for satisfaction of any outstanding balance due the Company on the date of service termination.

To be responsible for paying any deficit in the account after applying the deposit as described in the foregoing paragraph.

To be responsible for notifying the Company of the date the property is to be conveyed and an appropriate address to which any bill or refund is to be mailed.

To accept a holding charge of \$2.75 per month against any refund due Applicant, if Applicant's refund cannot be delivered because the Company has received no office address from Applicant or the check is returned marked undeliverable. Applicant understands that the holding charge will be charged against the deposit each month until claimed by Applicant until the funds owed Applicant are exhausted, or the funds held for the Applicant become subject to be transferred to the South Carolina Department of Revenue, pursuant to the South Carolina Abandoned Property Act.

Applicant's service line will not be connected with the water distribution system of the Company until the Company has determined and notified Applicant that the Company's water system is of sufficient capacity to deliver water at a point desired by Applicant or as selected at the sole discretion of Company.

To install and maintain, at his own expense, a service line. The line will begin at the meter installation in the right-of-way or service easement at the property line and extend to the dwelling and other portions of his premises. If the Applicant's property fails to border the Company's service easement, whether public or private, Applicant will obtain from any intervening property owner an easement for their service line to connect to Company's lines.

To maintain the area around the meter box, keeping it free of all obstructions and freely accessible for maintenance and reading.

To pay the customer charges, availability fees, water and/or sewer volume charges at such rates, times and places as shall be determined by the Board or Directors.

To abstain from connecting any additional dwelling, residence, or business to be served through his meter, without the approval of the Company and payment of impact fees. Applicant agrees to allow Company, at any reasonable time, to make inspections to enforce this provision. Violations of this provision shall be grounds for penalties and/or disconnection of the service.

To abstain from making any physical connection between any private water system and the water system of the Company. Applicant agrees to allow Company, at any reasonable time, to make inspections to enforce this provision. Violations of this provision shall be grounds for penalties and/or disconnection of the service.

COMPANY AND APPLICANT AGREE:

The Failure of Applicant to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

A. Nonpayment by the due date will be subject to a penalty often (10) percent of the current charges portion of the delinquent account.

B. Nonpayment within fifteen (15) days from the due date will result in the water being shut off from the Member's property and a reconnection fee for new service, after all back bills have been paid, shall be charged.

C. Nonpayment for a period off forty-five (45) days after the original due date will allow the Company to ban the Applicant from further access to the Contractor's temporary service program.

D. Service may be disconnected for any violation of Company's rules and regulations or conditions of service and especially for any of the following:

a. Misrepresentation in application as to the property or fixtures to be supplied or use to be made of the service.

b. Misuse due to improper or imperfect service pipes and/or fixtures, or failure to keep same in a suitable state of repair.

c. Tampering with company mains, lines, valves or meters, or permitting such tampering by others.

d. Unauthorized connections, cross-connections, or permitting same or any separate line to the premises which already receives service from the Company.

IN WITNESS THEREOF, we have hereunto executed this agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Applicant: \_\_\_\_\_

Witness \_\_\_\_\_

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

Tel. \_\_\_\_\_

LITTLE RIVER WATEER AND SEWERAGE INC.

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

Its President \_\_\_\_\_

Attest: \_\_\_\_\_

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