

**STATE OF ALABAMA
WATER USERS AGREEMENT
COUNTY OF MONROE**

THIS AGREEMENT between Southwest Alabama Water Authority, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the “Corporation and the undersigned water user, hereinafter called the Water User”.

WITNESSETH: That, Whereas, the water user desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the corporation and to enter into a users agreement as required by the By-Laws of the corporation.

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

1. The corporation shall furnish, subject to the limitations as provided for in the By-Laws and Service Rules and Regulations hereinafter provided for, such quantity of water and the water user may desire in connection with his occupancy of Property located at _____, Al.
2. The corporation will install, maintain and operate a main distribution pipe line or lines from the sources of water supply and service lines along rights of way of public roads or other property to the property line of each water user at a point on the public right of way which is served by the main distribution pipe line. In the event a water user’s property does not touch the public right of way, the corporation will designate a point for the placement of a meter which is either mutually agreeable between the user and the corporation or which is closest to the property of the user. Such location of meters shall be defined as “delivery points”. Nothing contained herein shall be construed as requiring the corporation to install a meter, distribution line or other service line across private lands or private rights of way. It shall be the responsibility and expense of the water user to furnish, install and maintain the connection line from the corporation’s meter to the user’s ultimate use.
3. Meters shall be purchased, installed, owned and maintained by the corporation at the delivery points as determined in paragraph (2) above.
4. The corporation shall also purchase and install a cut-off valve in each service line from its main distribution line or lines. Such cut-off valve shall at all times remain the property of the corporation which shall have the sole and exclusive right to use the cut-off valve to turn water on and off.
5. The water user shall pay for such water at such rates, time, and place as shall be determined by the corporation.
6. The water user shall pay at least a minimum bill for a period of twenty-four (24) months from date water is available even though he may not avail himself of the service.
7. The corporation shall determine the allocation of water to water users in the event of a water shortage.

8. The corporation may shut off the water of a water user who allows a connection or extension to be made to his service line for the purpose of supply water to another user.
9. The failure of a water user to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

“Effective July 1, 1990 and each month thereafter, non-payment within 15 days from the due date shall result in the disconnection of services to the water user’s property”.

10. In the event it becomes necessary for the corporation to shut off the water from a water user’s property for violation of the Rules and Regulations, a fee will be charged for a reconnection and mileage round trip of the service.

The foregoing notwithstanding, the corporation reserves the right to make or amend the By-Laws or the Rules and Regulations of the corporation from time to time, and the water user agrees to abide by such charges upon notice thereof.

Receipt of _____ is hereby acknowledged by the corporation. In the event that for any reason if the corporation does not establish and maintain a water system, any sum not expended in investigating the water source or for other miscellaneous expense will be refunded to the water user’s prorate.

The user understands that a non-refundable service availability fee of (\$ _____) dollars will be collected upon connection of service, which said this amount will not be applicable to any unpaid balance owed by the user to the corporation for service rendered and not paid for. This fee is non-refundable.

Dated _____

This certification made before
me this _____ day of _____
_____.

SAWA Chairman

Signed _____
Water User

Address

City State Zip

Phone # _____

Employment _____

Driving Directions _____

NOTARY PUBLIC

My expiration date is _____

