

Harvest-Monrovia Water Sewer & Fire Protection Authority

P.O. Box329 • Harvest, Alabama 35749 • (256) 837-1132 • Fax:(256) 837-5046

WATER USER AGREEMENT

THIS AGREEMENT made and entered into by and between the HARVEST MONROVIA WATER SEWER & FIRE PROTECTION AUTHORITY an Alabama public corporation, hereinafter referred to as "Authority" and the undersigned water user, hereinafter called "Water User".

: WITNESSETH:

Water User desires to purchase Water for domestic, commercial, agricultural, industrial or other uses, from Authority, and does agree to be bound by the terms and conditions of this Water User Agreement.

NOW, THEREFORE, in consideration of the premises and the Agreement herein contained, it is agreed by the Water User as follows:

1. The Authority shall furnish, subject to the limitations as provided by the by-laws, Service Rules and Regulations such a quantity of water as the Water User may desire in connection with the occupancy of the property located on the Authority's water system.
2. The Water User shall install and maintain at Water User's own expense a service line which shall begin at a point designated by the Authority at Water User's property line and extend to the premises to be served with water.
3. The Water User's service line shall connect with the distribution system of the Authority at the place designated by the Authority, provided the Authority has determined in advance that the Authority's water system is of sufficient capacity to permit delivery of water to that point.
4. The Water User shall pay for such water at such rates, time and place as shall be determined by the Authority.
5. The Water User shall pay at least a minimum bill from the date water is available even though Water User may not use the service.
6. The Authority shall install a cut-off valve, a water meter and a backflow preventer at each service. Such cutoff valve shall be installed either off the Water User's premises, or upon the Water User's property, or the utility and drainage easement. The Authority shall have the exclusive right to use such cut-off valve and water meter and to turn it on and off at any time.
7. The Authority shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water User in the event of a water shortage.
8. The Authority may shut off the water of a Water User who allows a connection or extension to be made to his Water User's line for the purpose of supplying water to another User.
9. The failure of a Water User to pay water charges duly imposed shall result in automatic imposition of the following penalties:
 - A. All bills are due when rendered and become delinquent after the 20th.
 - B. A penalty of 5% will be added to all delinquent bills.
 - C. Service will be disconnected if not paid by the 30th of the month.
 - D. A service charge of \$25.00 will be added to any past due account not paid in full by date stated on late notice.

10. If it becomes necessary for the Authority to shut off the water from a Water User's property for violation of any of the rules and regulations, as may be adopted from time to time by the Authority, a fee will be charged for reconnection of the service.

11. It is understood that the Authority reserves the right to make or amend the By-Laws or the Rules and Regulations of the system from time to time, and the Water User agrees to abide by such By-Laws or Rules and Regulation as changed upon notice thereof.

12. The receipt of a non-refundable connection to the water system is here by acknowledged in the amount of
\$ _____

13. The Water User understands that a refundable security deposit of \$ _____ is to be paid prior to connection of the service, which shall be applicable to any unpaid balance owed by the Water User to the Authority for water services rendered and not paid for, at the discretion of the Authority.

14. If any property belonging to the Authority is damaged or destroyed because of neglect or misuse by the Water User, then the Water User will be charged for repairs and replacement of the damaged or destroyed property, and Water User specifically agrees to pay for the same.

OWN RENT

Name: _____ Dr.Lic.No. _____

Service Address: _____

Meter Size 3/4" 1" 2" 6" 8" Commercial Residential Deposit

Deposit Amount \$ _____

Home #: _____ Work #: _____ Cell #: _____

Lot No. _____ Block _____ Subdivision: _____

Water User's Signature _____ Date _____

Billing Address if different: _____

Date: _____ Receipt # _____ Service Start Date: _____