



WATER USER AGREEMENT

This Water User Agreement (this “Agreement”) is made and entered into as of this ___ day of _____, 20__ (the “Effective Date”) by and between the Meansville-Riley Road Water Company, Inc. (the “MRWC”), a non-profit corporation organized and existing under the laws of the State of South Carolina and _____ (“Member” and together with MRWC, the “Parties”).

FINDINGS

WHEREAS, MRWC has implemented its bylaws, as may be amended from time to time (the “Bylaws”) and the Bylaws provide that the Board of Directors, as the governing body of MRWC (the “Board”) shall “be authorized to require each Member to enter into a user’s agreement, which shall embody the principles for service.”

WHEREAS, consistent with the terms of the Bylaws, the Member has submitted an application for service and has paid all required fees (including the all charges and costs necessary to establish a water connection).

WHEREAS, the Member desires to purchase water from MRWC and enter into this Agreement as a condition for receiving service.

NOW, THEREFORE, for and in consideration of the recitals herein above, the exchange of mutual promises and covenants recited herein, and the commitment of MRWC to provide potable water service to the Member, the sufficiency of which consideration is acknowledged by the Parties, the Parties hereby agree as follows:

1. MRWC shall furnish, subject to the limitations set out in Bylaws and any rules, regulations, or procedures now in force or as hereafter amended, such quantity of water as Members may desire in connection with Member’s service location, as follows:

Member Name: _____

Account No: _____

Fees Paid/Type: _____

Amount of Fees Paid: _____

Service Address: _____

Billing Address: _____

Membership Date: _____ 20_____

Telephone No: _____ Email: _____



2. By signing this Agreement and becoming a member of MRWC, the Member agrees to receive and pay for water service in accordance with the Bylaws, rate schedule and any policies, procedures or regulations (the “Rates and Regulations”), which are now in effect and as such Rates and Regulations may be amended or promulgated anew from time to time. Current Rates and Regulations are on file in the offices of MRWC and available for review during normal business hours and are hereby made a part of this Agreement as if fully set forth herein. The Member has had an opportunity to review the Rates and Regulations and agrees to be bound by the terms thereof.

3. The Member agrees to grant to MRWC its successors and assigns, a perpetual easement in, over, under 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 Member for the purpose of ingress and egress from the above described lands.

4. The Member shall install and maintain at his own expense a service line to the service location from the meter in sufficient capacity to permit delivery of water in sufficient quantity for his use and is responsible for all water metered. The Member must maintain a safe passageway for tangible access to any meter by MRWC personnel. Additionally, the Member shall keep the meter free from obstructions and shall restrain pets or remove any obstacles that may inhibit MRWC’s access to the meter. Failure of the Member to provide unencumbered and safe access may result in the termination of water service until suitable access can be consistently provided. Where MRWC is unable to read a meter due to inaccessibility, the Member’s bill may be rendered based upon estimated meter readings, and consumption shall be estimated based upon the best information available to MRWC, in its sole discretion.

5. MRWC shall purchase and install a cutoff valve and water meter in each service. MRWC shall have exclusive right to use such cutoff valve and water meter. The Member shall install a cutoff valve on his side of meter for his personal use.

6. The Member shall not connect any additional dwelling or residence to be served through this meter. The Member agrees that he will make no physical connection between any private water system and the water system of MRWC. The Member shall not interfere with, or alter MRWC’s meters, seals, or other property, or permit the same to be done by any persons other than MRWC’s personnel or authorized agents. The cost of any damage caused or permitted to be caused by the Member (including any additional service connections) or an agent of the Member to any meter, seal, or other property of MRWC shall be billed to the Member and paid immediately. MRWC may discontinue any unauthorized use of water service and may require the Member to pay the cost of unauthorized usage based upon estimated meter readings; upon any determination of unauthorized usage, MRWC, in its sole discretion, may further charge to the Member the cost of investigating, reconnecting, and other costs resulting from the unauthorized use of water service, before service is restored.

7. MRWC will make all reasonable efforts to provide continuous and uninterrupted Water service, but shall not be liable for any loss or damage (direct, consequential or otherwise) caused by an interruption of water service. MRWC shall not be liable for any damage to the Member’s property resulting from sewer backups, burst or broken lines, or other incidents related to MRWC’s utility system that are caused by natural disasters, acts of third-parties, or acts of God.

8. MRWC may terminate this Agreement and discontinue water service if the



breaches this Agreement, the Rates and Regulations or the terms of the Bylaws. If water service is disconnected for cause, the Member agrees to pay all outstanding amounts then due and an applicable reconnection fee for water service to be restored. A failure by the Member to provide accurate information on this Agreement or any application shall be considered a breach and, in such event, MRWC may terminate water service without prior notice. The Member, to the extent permitted by law, acknowledges that MRWC shall have the right to share the Member's account information and other information with other utility providers.

9. By signing this Agreement, the Member signifies that he or she has the authority to request water service at the location identified thereon. The Member who signs for water service agrees to be responsible for receipt and payment of bills for water service. Failure to receive a monthly bill does not relieve the Member of their payment responsibility. It is further understood that should the non-refundable service fee be determined insufficient due to continuous terminations of water service, MRWC may require the Member to make an additional non-refundable service fee upon request from MRWC that is consistent with the Rates and Regulations.

10. By signing this Agreement, the Member agrees to pay all costs of collection of any sum due and payable to MRWC with respect to water service. MRWC may, pursuant to the South Carolina Setoff Debt Collection Act, collect any sum due and owed by the applicant through offset of the Member's State of South Carolina income tax refund. The Member agrees to pay all fees and costs incurred through the process of collecting any sums due, including fees charged by the Department of Revenue, MRWC and any collection agency, whether incurred through collections pursuant to the Setoff Debt Collection Act or through any other means of debt collection.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

Meansville-Riley Road Water Company, Inc.

By _____
Its _____

Member

By _____
Name _____