



WATER/SEWER USERS AGREEMENT
Membership Agreement



Member Number _____

This 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 member of the Company hereinafter called Member.

WITNESS:

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

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

The Company shall furnish, subject to the limitations hereinafter provided water service, sewerage service or a combination of both services as the Member may desire in connection with property located at

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

The Member shall 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 Member's property fails to border the Company's service easement, whether public or private, Member will obtain from any intervening property owner an easement for their service line to connect to Company's lines.

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

The Member shall 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 of Directors.

The Member shall not connect any additional dwelling, residence, or business to be served through his meter without approval of the Company and payment of impact fees. The Company may at any reasonable time make inspections to enforce this provision. Violations of this provision shall be grounds for penalties and/or disconnection of the service.

The Member agrees that he will make no physical connection between any private water system and the water system of the Company. The Company may at any reasonable time make inspections to enforce this provision. Violations of this provision shall be grounds for penalties and/or disconnection of the service.

The Company shall install a water meter box containing the water meter, backflow preventer and Company cutoff valve in the service line from the Company's distribution system to the Member's property and shall have exclusive right to use such cutoff valve to turn the Member's service on and off. The Company may also install or require to be installed a cutoff valve on the Member's side of the meter to be maintain at the expense of the member for the Member's use. The Company's responsibility for maintenance stops at the customer's side of the meter box at the junction of the box and its discharge piping.

The Company shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may penalize and/or shut off 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.



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The failure of a Member 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 of ten (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 of forty-five (45) days after the original due date will allow the Company to terminate the membership as provided for in Article 10, Section 3, of the Company Bylaws and remove the meter and cause forfeiture of the initial tap fee.

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

- 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, meters or permitting such tampering by others.
D. Connections, cross-connections, or permitting same, or any separate line to the premises which receive service from the Company.

IN WITNESS THEREOF, we have hereunto executed this agreement this

_____ day of _____, 20_____.

ATTEST: LITTLE RIVER WATER & SEWERAGE COMPANY, INC.

By: Virginia Bradley, President
Fred Kisner, Executive Manager

Applicant Name
Applicant Signature
Address
Address
Phone