



TENANT WATER/SEWER SERVICE AGREEMENT



This agreement is between the Little River Water & Sewerage Company, Inc., a nonprofit corporation organized and existing under the laws of the State of South Carolina, and hereinafter called the Company and \_\_\_\_\_ hereinafter called Applicant.

WHEREAS, the Company is the provider of public water supply and wastewater collection services in a specified area of Horry County South Carolina and,

WHEREAS, Applicant proposes to lease certain property located at \_\_\_\_\_,

which is property of a member of the Company who has installed lines suitable for providing service and purchased service availability for the premises situated within the Company's service area; and

WHEREAS, Applicant desires to obtain water/water and sewer service from the Company subject to conditions established by the bylaws and Board of Directors of the Company;

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

The Company agrees to furnish water and/or sewer service to the Applicant at the above stated location for the rate published by the corporation for the class of service requested by Applicant on the date of this agreement, which may hereafter be changed by its Directors as provided in the Bylaws of the Company. The Company agrees to render periodic billings for such services to the Applicant subject to the limitations provided below.

The Applicant Agrees to post a deposit of \$\_\_\_\_\_.00 for water service only or \$\_\_\_\_\_.00 for water and sewer service. Applicant's deposit, less any outstanding balance due the Company, shall be refunded after the Applicant vacates the leased property. Applicant agrees to be responsible for notifying the Company of the date the property is vacated and an appropriate address to which any refund is to be mailed. If Applicant is due a refund of deposit and the refund cannot be delivered because the Company has no forwarding address or the check is returned as undeliverable, a holding charge of \$2.75 per month will be charged against the deposit until claimed by Applicant, the deposit is exhausted, or the funds held for the Applicant become subject to be transferred to the South Carolina Department of Revenue under the South Carolina Abandoned Property Act.

The Applicant agrees to pay for the services rendered at such rates, times and places as specified by the Board of Directors.

The Company and the Applicant mutually understand and agree that Applicant's failure to pay for water/sewer charges duly imposed shall result in the following penalties:

- A. Bills not paid by the due date will be subject to a penalty of ten percent (10%) of the current charges billed.
B. Bills not paid within fifteen (15) days of the due date will result in water service being shut off.
C. Bills not paid by the forty-five (45) days after the due date will allow the Company to remove the meter and cause forfeiture of the deposit.



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- D. If Applicant is disconnected for failure to render payment within fifteen (15) days of the due date, Applicant's service or services may be restored only by the Company and only after payment of the outstanding balance plus a reconnection fee set by the Directors.
- E. If the Company removes the meter, the Company shall not be obligated to provide service under this agreement, provided however, at the sole discretion of the Company, Applicant's service or services may be reinstated on execution of a new agreement and payment of a new deposit, any remaining balances due and a reconnection fee as established by the Board of Directors.

IN WITNESS WHEREOF, we have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

LITTLE RIVER WATER & SEWERAGE COMPANY, INC.

by:     *Fred Kim*      
Executive Manager