Date _____ Name _____ No. № 7037

Acct. No. _____ Address _____

_____ Zip Code _____

Meter Install _____ Meter Deposit _____ Tel. No. _____ Meter No. _____

Meter Reading _____ Date _____ Meter Type _____ Units _____

LOCATION: Road No. or Name _____

Description of House, Trailer, Lot, Apt. _____

_____

Other Directions _____

Property Owner _____ Previous User _____

_____

# THANK YOU

**This is your receipt and Water User Agreement**
**Please sign on reverse side.**

**KEEP THIS COPY FOR YOUR RECORDS**
**Davie County Public Utilities**
**336-753-6090**
**298 East Depot Street, Suite 200**
**Mocksville, N.C. 27028**

| Code: New Tap | Name Change | Disconnect |
|---|---|---|
| | | |

**THIS CERTIFICATE, № 7037 is issued and accepted in accordance with and subject to the conditions and restrictions stipulated in the articles of incorporation and Rules and Regulations to the same of the Davie County Water & Sewer System.**

# DAVIE COUNTY, NORTH CAROLINA
# WATER USERS AGREEMENT

THIS AGREEMENT, entered into between the County of Davie, a political subdivision of the State of North Carolina, hereinafter called the "County" and _____ hereinafter called "User":

**WITNESSETH**

Whereas, the User desires to purchase water from the County and to enter into a water users agreement as required by rules and regulations adopted or to be adopted by the County.

Now Therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The County shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as User may desire in connection with User's occupancy of the following described property:

The User agrees to grant to the County, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and 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 User for the purpose of ingress to and egress from the above-described lands.

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the County at the nearest place of desired use by the County, provided the County has determined in advance that the system is of sufficient capacity to permit delivery of water at the point.

The User agrees to comply with and be bound by the Articles, By-laws, Rules and Regulations of the County, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the County, and agrees to the imposition of such penalties for noncompliance as are now set out in the County's Rules and Regulations, or which may be hereafter adopted and imposed by the County.

The User agrees to pay a deposit in the amount of $ 150.00 as to each lot. In the event service to the User is terminated as to any lot, either voluntarily by the User, or by the County for cause, the deposit shall be held and applied by the County to any unpaid balance then owing on the termination of service to the User, the deposit shall be refunded by the County within a reasonable time thereafter.

The County shall purchase and install a cutoff valve and may also include a water meter in each service. The County shall have exclusive right to use such cutoff valve and water meter.

The User shall pay to the County the sum of $_____ for each said lot as a tap-on fee at the time of the execution of this agreement.

The County shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Users, or in the event there is a shortage of water, the County may prorate the water available among the various Users on such basis as is deemed equitable by the Board of County Commissioners, or such person or agency as it may hereafter designate, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Users and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the County must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the County's waterlines and will disconnect from his present water supply prior to connecting to and switching to the County's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the County's distribution system and shall commence to use water from the system on the date the water is made available to the User by the County, or water charges to the User shall commence on the date service is made available, regardless of whether the User connects to the system. There shall be charged the User for each said lot a minimum monthly User's charge of $ 13.59 per lot whether water is actually used or not for any given month.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non-payment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.
2. Non-payment within thirty days from the due date will result in the water being shut off from the customer's property.
3. In the event it becomes necessary for the Association to shut off the water from a User's property, a fee of $ 35.00 will be charged for a reconnection of the service.

In the event the User shall breach this contract by (1) refusing or failing without just cause, to connect his service line the County's distribution system as set forth above, or refusing or failing, without just cause to pay minimum monthly water rate as established by the County, upon the occurrence of either of said events the User agrees to pay to the Association a lump sum of One Hundred Dollars ($100.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages for that a breach by the User in either of the respects set forth above would cause serious and substantial damages to the County and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

In the event the County shall hereafter transfer its power and authority to furnish water and sewer services or either to a Water Service District organized under the provisions of Article 16 of GS-153A, General Statutes of North Carolina, it is understood and contemplated by the parties hereto that such District shall succeed to all rights and privileges and assume all responsibilities being provided for between the parties hereto.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20_____

COUNTY OF DAVIE

By _____
Chairman, Board of Commissioners

Seal

Member _____

ATTEST:

Member _____

County Manager _____

USER
By _____

Address _____