

WATER USERS AGREEMENT

This agreement entered into between the Alligator Rural Water Co., Inc., a nonprofit corporation, hereinafter called the "Association," and _____, member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws of the Association.

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

EXAMPLE: Lot 1 Section 1 of the Green Valley Subdivision Fronting 52 feet on Highway No. 620 containing 1/2 Acre joined on the East by John Jones and on the West By Pete Smith; or 162 N. South Street, Springfield, Virginia.

The Member agrees to grant to the Association, 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

FmHA Instructions 1942-A
(Guide 2)(Page 2)

Belonging to the Member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at the member's 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 Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

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

The Member agrees to pay a Tap Fee in the amount of \$890.00

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

The Association 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 Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the members service line for the purpose of supplying water to another's user.

In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the

Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors and may also

FmHA Instructions 1942-A
(Guide 2)(Page 3)

prescribed a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at anytime the total water supply shall be insufficient to meet all of the needs of all of the Members, the Association must first satisfy all of the needs of all Members, for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

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

The member shall connect the service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

FmHA Instructions 1942-A
(Guide 2) (Page 4)

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

1. Nonpayment within ten days from the due date will be subject to a penalty of fifteen (15%) percent of the delinquent account.
2. Nonpayment 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 Member's property, a fee set by the corporation in its rate schedule will be charged for a reconnection of the service.

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

SEAL

ALLIGATOR RURAL WATER CO., INC.
(Name of Association)

ATTEST:

By

Robert E. Blackwell
(President)

MEMBER

MEMBER

Alligator Rural Water Co., Inc.
P. O. Box 810
McBee, SC 29101
(Page 5)

I _____ understand that I am responsible for the bill and required to pay a minimum water bill each month for each meter that I have installed. A 2,000 gallons usage is allowed for the minimum monthly fee of \$27.00.

I also understand after applying for a water meter tap it may take 10 working days to have the meter tap installed.

I understand that service calls that are requested by me are subject to a service call fee if the service call is determined to not be the fault of the water company. The current service fee scheduled is \$35.00 per call during normal business hours, \$45.00 after office hours and \$60.00 on Holidays. A service call is defined as any request for service by a member that requires a technician to respond to the members location (these include meter checks, leak checks, cutting off water in case of a leak, etc.)

Member

Date

Alligator Rural Water & Sewer Co., Inc.
P. O. Box 810
McBee, SC 29101
(843) 335-6464
Fax# (843) 335-7720
(Page 6)

Person Responsible for Bill _____
Mailing Address (P O Box/ 911 Box) _____
City, State, Zip _____
Telephone Number (home) _____

911 Address (Physical location of Meter) _____

Social Security # _____ Drivers License # _____

Place of Employment: _____
Address: _____
How Long Employed: _____
Telephone Number (work) _____

The following information is required by the USDA Office of Rural
Development in accordance with Title VI of the Code of Federal
Regulations for data and information collection.

Race _____ National Origin _____

I choose not to provide information with regard to race or national origin.
_____ initial _____

I certify that the information above is true and correct. I understand that I
am responsible for the water usage on this account until I request in writing
to have the water service disconnected.

Signed: _____

Date: _____

Witnessed: _____