

WATER USER AGREEMENT

This agreement is between Big Creek Water District, organized and existing under and by virtue of the laws of the State of South Carolina, hereafter called the District, and _____ hereafter called the customer.

Whereas, the Customer desires to purchase water for domestic, business, or other uses from the District, and to enter into a Water Usage Agreement as required by the By-Laws of the District.

Therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed that the District shall furnish, subject to the limitations hereinafter provided for such quantity of water at the customer's property located as shown above and billed at:

Service Address: _____/Lot Number: _____

Mailing Address if Different: _____

The Customer shall install and maintain at his own expense a service line, beginning; at his property line and extending to his dwelling; or the facility to be served,

The Customer's service line shall connect with the distribution system from the District at the nearest place of desired use by the Customer, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The Customer expressly agrees to purchase water from the District through the District's service meter at existing line pressure. It shall be the Customer's responsibility to reduce or increase the pressure on his side of the service meter as desired and/or is necessary, The District assumes no responsibility for excessive or low pressure in the Customer's service lines and facilities. The District assumes no responsibility for any damage to the Customer's property from a water leak on the Customer's side of the service meter once a "connect" order has been given to the District.

The Customer shall pay for water at such rates, time and place as shall be determined by the District. Only one (1) dwelling or facility shall be served through any installed water meter.

The Customer agrees that he will make no physical connection between any private water system and the water system of the District. The District may make inspections to enforce this provision. Violation shall be grounds for disconnection of the service. The District shall purchase and install a meter and cut off valve within three (3) feet of the distribution system. The District has the exclusive right to use such meter and cut off valve to monitor and control the flow of water to the Customer. The District may refuse service to any Customer who tampers with a meter and/or cutoff valve or any other measuring device. The District shall have final jurisdiction in any question of location of and service line connection to its distribution system: shall determine the allocation of water to customers in the event of a water shortage; may shut off the water to a Customer who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

Whenever a water meter or tap is utilized solely for the purpose of providing water for a sprinkler system to water lawns or for other irrigation purposes, the District reserves the right to restrict or terminate the flow of water through such meter for periods of time as may be necessary during droughts or when deemed necessary by the District. The District shall have the sole authority and discretion when such action is necessary or needed to preserve water pressure and to provide adequate water to its users.

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

- A. Non-payment within twenty days from the due date will be subject to a penalty of ten (10) percent of the delinquent water charges.
- B. Non-payment within thirty days from the due date will result in the water being shut off from the customer's property.
- C. Non-payment within sixty days from the due date will allow the District, in addition to all other rights and remedies, to remove the water tap and/or water meter as well as deny water delivery to the Customer's property pending resolution of the delinquent payments.

Service may be discontinued by the District for any violation or any rule, regulation or condition of service and specifically for any of the following:

- A. Misrepresentation in the application as to property or facilities to be supplied or use to be made of the service.
- B. Tampering with main lines, valves or water meters or permitting such tampering by others.
- C. Connections, or cross-connections from the Customer's service line to facilities not covered by this agreement.

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

**BIG CREEK WATER DISTRICT
4315 HWY. 29 NORTH BELTON, SC 29627**

For statistical purposes only, please mark one of the following:

- 1. ___Hispanic or Latino ___Not Hispanic or Latino
- 2. ___American Indian/Alaskan Native Asian
- ___ Black or African American
- ___Native Hawaiian or other Pacific Islander
- ___White
- ___Other

Customer Signature

Driver's License Number

Telephone Number

**This is an equal opportunity program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with Secretary of Agriculture, Washington D.C. 20250

RECEIPT

This acknowledges receipt of \$ _____ for _____ tap/service fee. It is understood that if service cannot be provided, the above amount will be refunded.

BY: _____