

ADAMS COUNTY WATER ASSOCIATION, INC.

WATER USERS AGREEMENT

This agreement, between the Adams County Water Association, Inc. a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereafter called the Association, and _____, a member of the Association, hereafter called the Member.

WITNESS:

WHEREAS, the Member desires to purchase domestic, commercial and industrial water from the Association, and to enter into a water users agreement as required by the by-laws of the Association;

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

This membership certificate is issued and accepted in accordance with and subject to the conditions and restrictions stipulated in the articles of incorporation and by-laws and amendments to the same of the Adams County Water Association.

The Association shall furnish, subject to the limitation hereafter provided for, such quantity of water for domestic, commercial and industrial purposes as the Member may desire in connection with his occupancy of the following-described property:

Address: _____

Location of Property: _____
(Section, Township and Range, if known; otherwise give name of road on which property is located)

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portion of his premises.

The member's 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 Association water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, time and place as shall be determined by the Association.

The Association shall install a cut-off valve and may also include a water meter, in each service. Such cut-off valve and meter shall be installed at a point on the system designated by the Association. The Association shall have exclusive right to use such cut-off valve and water meter and to turn it on and off.

The Association 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 shut off the 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.

Member agrees to comply with on-site wastewater disposal regulations as set forth by the Mississippi State Department of Health.

The failure of a Member to pay water and/or sewer charges duly imposed shall result in the automatic imposition of the following penalties:

A. Non-payment within ten (10) days from the due date will be subject to a penalty of ten (10) percent of the delinquent account.

B. Non-payment within thirty (30) days from the due date will result in the water being shut off from the Member's property.

C. Non-payment for sixty (60) days after original due date will allow the Association to terminate the Member's membership and, in such event, the Member shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement.

In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee will be charged for a reconnection of the service.

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

ADAMS COUNTY WATER ASSOCIATION, INC.

By _____
President

Member

ATTEST:

Secretary-Treasurer