



SHELBY COUNTY WATER USER'S AGREEMENT

THIS AGREEMENT between Shelby County, Alabama, a Public Entity, organized and existing under and by virtue of the laws of The State of Alabama, doing business as The Shelby County Water System, hereinafter called the "County" and the undersigned water user hereinafter called the "Water User"

WITNESSETH: That, whereas, the Water User desires to purchase water from the County for domestic, commercial, agricultural, industrial, or for other uses and to enter into a User's Agreement as required by the County.

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

1. The County shall furnish, subject to the limitations as provided for in the Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with occupancy of the property.
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the County at or near his property line at the water meter and extend to the dwelling and other portions of these premises described as follows:
3. The Water User's service line shall connect with the distribution system of the County at the place designated by the County provided the County has determined in advance that the County's water system has sufficient capacity to permit delivery of water to that point. The water meter shall be the point of division between the Water User and the County.
4. The Water User shall pay for such water at such rates, time and place as shall be determined by the County. **The County shall have exclusive right to use the cut-off valve and water meter and to turn it on and off as County in its sole discretion deems appropriate.**
5. The County in its sole discretion shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to water user in the event of a water shortage.
6. The County may shut off the water of a Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user, fails to pay for water purchased immediately upon being billed therefore, or violates any of the County's use regulations and/or rules.
7. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A: If payment not received by the date due, account will be subject to a penalty of ten percent (10%) of the delinquent amount.
 - B: Any account with a past due amount is subject to disconnection without notice at any time.

8. In the event it becomes necessary for the County to schedule water service for disconnection at the Water User's property for violation of the rules and regulations, **a delinquent account fee will be charged.**

9. In the event the customer requires a bore beneath the highway to receive service, the County will provide this service. The costs of this service will be charged to the customer in addition to the tap fee.

10. This agreement shall be binding on the Water User, his/her/its successors and assigns and any other person or entity using or occupying subject property, in possession thereof, or owning any interest therein.

11. In the event Water User fails to pay for such water when payment is due, and/or violates this agreement or any applicable County Rules and Regulations, Water User agrees to pay all charges, penalties, cost of collections and all attorney's fees, costs of court, and other expenses incurred by Shelby County as a result thereof.

12. It is understood and agreed and Water User, his/her/its successors and assigns, gives, grants, and conveys to county a continuing general lien on and upon the real property served hereby and upon any and all interest therein owned by Water User or any other person, firm, or corporation executing or approving the execution of this document or in possession of any part of the real estate served hereby, which said lien shall secure the prompt payment of the total amount due to County pursuant to the provision hereof, and from time to time hereafter, including any penalties, interest, attorney fees, legal cost, or other costs assessed in connection with any bill which remains unpaid for more than thirty (30) days after it is due. At the option of County, it is agreed and understood that County shall have the right to record a notice of such lien in the Probate Office of Shelby County, Alabama in a form adopted and approved by County.

13. It is understood and agreed that if the property referenced in paragraph 2 of this agreement is rental property or otherwise not owned by Water User, the Water User shall provide a lease or rental agreement signed by the property owner(s) with consent for the Water User to establish water service.

Failure to return the above referenced properly and fully executed addendum within 10 days from the date hereof will result in disconnection of water service.

The foregoing notwithstanding, the County reserves the right to make or amend the Rules and Regulations of the County from time to time, and the Water User agrees to abide by such, Rules and Regulations and change thereto.