



WATER USERS AGREEMENT

This agreement entered into between Richland County Utilities, a public utility and _____, customer of the Utility.

WITNESSETH

Whereas, the customer desires to purchase water from the County and to enter into a water users agreement as required by Richland County Utilities.

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 it in Rules and Regulations now in force or as hereafter amended such quantity of water was customer may desire in connection with customer occupancy of the following described property:

- 1. Tax Map Number: _____
2. Legal property address: _____
3. Legally described as: _____

For an agreed upon connection fee of \$_____, the County shall install at the County's expense a water meter, a cut off valve, and a service line which shall begin at the water main line and extend to the property line. The County shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the County at the nearest place of desired use by the customer provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The customer agrees to grant to the County its successors and assigns, a perpetual easement it, 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 pipeline and appurtenant facilities, together with the right to utilize adjoining lands belonging to the customer for the purpose of ingress to and egress from the above-described lands.

The customer shall install and/or maintain at the customer'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 to the County's water meter.

The Customer agrees to be fully responsible for the service line from the water meter to the home including the installation of an approve back-flow device if required.

The customer agrees to comply with and be bound by the Rules and Regulations of the County, now in force, or as hereafter duly and legally supplemented, amended, or changed. The customer 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 Customer agrees and understands that Richland County has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the Customer through offset of the Customer's state income tax. If Richland County chooses to pursue debts owed by the Owner through the Setoff Debt Collection Act, the Customer agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue.

The Customer agrees to release and hold harmless Richland County and its agents, officers and employees from and against any action for loss, personal injury and/or property damage sustained by reason of its exercise of the services expressed or implied within this agreement.

The Customer agrees to pay a deposit in the amount of \$_____. In the event service to the Customer is terminated, either voluntarily by the Customer, or by the County for cause, the deposit shall be held and applied by the County to any unpaid balance then owed on the Customer's account. Should the account be fully paid at the termination of service to the Customer, the deposit shall be refunded by the County within a reasonable time thereafter.

The County shall have final authority in any question of location of any service line connection to its water main line, shall determine the allocation of water in the event of a water shortage, and may shut off water to a customer who allows a connection or extension to be made of the customer's 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 customers, or in the event there is a shortage of water the County may prorate the water available among the various customers on such basis as is deemed equitable by the County, and may also prescribe a schedule of hours covering 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 the customers, the County must first satisfy all of the needs of all customers for domestic purposes before supplying any water for livestock purposes or before supplying any water for garden purposes.

The customer 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 the present water supply prior to connecting to and switching to the system and shall eliminate their present or future cross-connections in the customer's system.

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

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 ten percent of the delinquent account.**
2. **Nonpayment within thirty days from the due date will result in the water service being discontinued.**
3. **In the event it becomes necessary for the County to discontinue water service, a fee set by the County in its rate schedule will be charged for a reconnection of the service.**

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

SEAL

RICHLAND COUNTY UTILITIES

Representative

ATTEST:

Customer

Customer