

Mid-County Water Company, Inc.
6181 Old Airport Road/PO Box 431
Winnsboro, SC 29180
803-635-5232 (tel/fax)
Midcountywatercompany@gmail.com

Water User Agreement

Date completed _____ Account # _____ Fee paid _____ Membership _____

Special Account ____ Own ____ Rent ____ Landlord _____ Telephone _____

Meter serial # _____ Meter reading _____ Telephone: Cell _____ Home _____

Work _____

Ticket # _____ Dig dates _____ Total amount paid _____

This is an agreement for service between Mid-County Water Company, Inc., a Corporation Not-for-Profit organized pursuant to Title 33 Chapter 36 of the South Carolina Code of Laws, hereinafter called the "Corporation" and _____.

WHEREAS, _____, who has applied for membership pursuant to Corporation's Bylaws, which are incorporated in and made part of this agreement, desires to purchase water for domestic, business, or other uses from Corporation as described in his/her/its Member's Application; and

WHEREAS, the Board has found the Corporation capable of providing such services and admits _____ (hereinafter "Member") upon signing of this water user's agreement and payment of Membership Fee and Tap Fee.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the undersigned parties understood and agreed.

1. Corporation and Member acknowledge that it is the policy of Corporation that only (1) dwelling or facility shall be served through one (1) meter. Tap and/or membership fees are not refundable, except as provided by the Board.
2. Corporation and Member acknowledge that it is the policy of Corporation that the Corporation purchase and install a cutoff valve and a water meter for each service. Such a cutoff valve and meter shall be installed within three (3) feet of the distribution system. THE CORPORATION SHALL HAVE

EXCLUSIVE RIGHT TO USE SUCH CUTOFF VALVE AND WATER METER AND TO TURN IT ON AND OFF. The Member may request his/her own cutoff valve, which Corporation will install at Member's cost.

3. Corporation and Member acknowledge that it is the policy of Corporation that the Corporation may refuse service to any Member, who tampers with a meter or other measuring device, or may disconnect service to any Member who tampers with a meter or other measuring device.
4. Corporation and Member agree that, regardless of any other provision contained in this Agreement, construction of the line or lines, if any, required to serve the Member's premises referred to in Paragraph 7 shall be and remain dependent on the ability of the Corporation to secure adequate financing for said construction. The Corporation reserves the right to limit construction of any line or lines, or portions thereof, to those, which in the sole discretion of the Corporation, can be constructed with available financing.
5. Corporation agrees that, in the event the Member cannot receive service at his premises by reason of the unavailability of construction funds and necessity for elimination of certain proposed water lines as determined by the Corporation, then any sums heretofore paid by the Member to the Corporation for such water service shall be refunded upon the request of the Member.
6. Corporation and Member agree that Corporation 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 shortage, may shutoff the water to a Member, who allows a connection or an extension to be made to his service line for the purpose of supplying water to another user.
7. Member understands and agrees that Corporation has no duty to purchase an easement or right-of-way to serve the location described in Paragraph 7. Corporation may, if Member's property fails to border a highway, state road, or other public way, proceed to extend water distribution lines to Member's property, provided the Member secure right-of-way for Corporation's water distribution main or agrees to reimburse Corporation's cost for securing an easement. Corporation agrees if Member elects not to aid Corporation in acquiring an easement, Member may terminate the agreement and Corporation will return any collected membership fee, deposits, or advances collected under this agreement.
8. Corporation agrees to furnish, subject to the rules and regulations of the Corporation as exist today and as may hereafter be modified in accordance with the Bylaws, such quantity of water at the Member's property located at Road# _____ Winnsboro, SC 29180.
9. Mailing Address: _____.
10. Member agrees that, prior to initiating water service and before modifying service requested in Member's membership application (use, quantity, type of facility served, meter location, etc.), Corporation has the right to determine in advance that the water system is of sufficient capacity to permit delivery of water at the point or points chosen by Member.
11. Member agrees that, when a mutually satisfactory point of delivery has been selected, Member will install and maintain, at Member's expense, a service line with cutoff valve, beginning at Member's property line and extending to the dwelling or facility to be served. Member's service line shall connect with the distribution system of the Corporation at the nearest place of Member's desired use, unless Corporation determines the water system is of insufficient capacity to permit delivery of water at the point chosen by the Member, or the site creates an excessive and unreasonable expense for the Corporation as deemed by the Board.

12. Member agrees not to make or permit another to make any physical connection from his lines to any other water user or private water system. Corporation may inspect Member's lines to enforce this provision and may terminate service for violation of this provision.
13. Member agrees to pay for water at such rates, times, and place as shall be determined by the Board of Directors of the Corporation. The failure of a member to pay water charges duly imposed shall result in the following penalties:
 - a. Nonpayment within **16** days of the due date will result in a one time penalty charge of 10% of the amount due and unpaid on the **17th** day after due date.
 - b. Nonpayment of the account within **25** days of the due date will allow the Manager, on the **26th** day or any day thereafter, to have terminated the water service to Member's property, without further notice.
 - c. Nonpayment for 45 days after the original due date requires presentment to the Board of a request to terminate the membership of the debtor, pursuant to Article 10 Section 10.4 of the Bylaws.
14. Corporation and Member further agree that the Corporation may terminate this contract or Membership as set forth in the Bylaws, including, but not limited to, the offenses of :
 - a. Misrepresentation in Member's application as to the property or facilities to be supplied or the use to be made of the service;
 - b. Tampering with main lines or valves or permitting such tampering by others.
 - c. Connection or cross-connections from the Member's service lines to facilities not covered by this agreement.

Company agrees to loan to Member the sum of _____ so that member can pay in-full the membership fees and tap fees required to commence water service. Member agrees to repay this advance in installments not to exceed 12 monthly payments in the amount of _____ to be shown as a Special Accounts Charge on Member's Water Bill. NOTE: A separate bill will be mailed monthly to the customer. The Special Accounts Charge shall be _____ per month, which includes simple interest in the amount of _____ on the principle of the Loan. **Member agrees that, should Member fail to pay a portion of the Special Account Charge when due, Company may institute the same penalties, including termination of water service or cancellation of membership as provided in Paragraph 11 for water service.**

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

Attest:

MID-COUNTY WATER COMPANY, INC.

Secretary

President

Member/Signature

Optional (Statistics for USDAS)

____ African- American ____ Native American
 ____ Asian ____ Pacific Islanders
 ____ Caucasian ____ Other
 ____ European
 ____ Hispanic
 ____ Middle Eastern

REVISED: 5/08/2015/HMR