

## WATER USERS AGREEMENT

STATE OF ALABAMA  
RANDOLPH COUNTY

THIS AGREEMENT between the Town of Woodland, a public corporation organized and existing under and by the virtue of the laws of the State of Alabama, hereinafter called the "Corporation" and the undersigned Water User, hereinafter called the "Water User".

WITNESSETH: That, whereas, the Water User desires to purchase water for domestic, commercial, agricultural, industrial, or other uses, from the Corporation and to enter into a Water Users Agreement as required by the By-Laws of the Corporation.

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

1. The Corporation shall furnish, subject to the limitations as provided for in the By-Laws, Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with his occupancy of property located in Woodland, AL.
2. The Water User shall install and maintain, at his own expense a service
3. The Water User's service line shall connect with the distribution system of the Corporation at the place designated by the Corporation, provided the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point.
4. The Water User shall pay for such water at such rates, time and place as shall be determined by the Corporation.
5. The Water User shall pay at least a minimum bill from date water is available, even though he may not avail himself of the service.
6. The Corporation shall purchase and install a cut-off valve and a water meter in each service, provided use of water is immediately desired. Such cut-off valve shall be installed either off the Water User's premises, or upon the Water User's property within three (3) feet of the property line. The Corporation shall have exclusive right to use such cut-off valve and water meter and to turn it on and off.
7. The Corporation shall make the final determination in any questions of location of any service line connection to its distribution system and shall

determine the allocation of the water to the Water User in the event of a water shortage.

8. The Corporation may shut off the water of Water User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.
9. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalty:
  - A. Nonpayment five (5) days from the date due will result in a \$5.00 late fee and water service will be shut off until the account is paid in full.
  - B. In addition to A. above, a \$40.00 reconnect fee will be added.
10. In the event it becomes necessary for the Corporation to shut off the water from a Water User's property for violation of the service rules and regulations, a minimum fee of forty (\$40.00) dollars will be charged for reconnection of service. Tampering or abuse of the meter will result in additional fees.
11. The Corporation reserves the right to make or amend the Rules and Regulations of the Corporation from time to time and the Water User agrees to abide by such changes upon notice thereof.
12. The Water User understands that a refundable security deposit of forty (\$40.00) dollars for owners and eighty (\$80.00) dollars for renters will be collected upon connection of service, with said money being applicable to any unpaid balance owed by the Water User to the Corporation for water service rendered and not paid for.
13. A tamper fee of up to \$500 will be charged if the meter or service line is tampered with in any way.

TOWN OF WOODLAND  
BY \_\_\_\_\_

\_\_\_\_\_  
WATER USER

\_\_\_\_\_  
DATE