

**WEST ANDERSON
WATER DISTRICT**



**504 Highway 187 South
Anderson, SC 29626
(864) 225-5741**

www.westandersonwaterdistrict.us

For Office Use Only	
Account#	

Date Requested	
Work Orders require 24 hours notice	

PROPERTY OWNER WATER USERS AGREEMENT

This agreement between West Anderson Water District, a public service district, a body politic and corporate of the State of South Carolina, hereinafter called the District, and

FIRST NAME	LAST NAME	BUSINESS NAME (IF APPLICABLE)

a Customer, hereinafter called the Customer.

WHEREAS, the Customer desires to purchase water for domestic, business, or other uses from the District, and to enter into a Water Users Agreement and abiding by the policies of the company as required by the By-Laws of the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed: The District shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the Customer's property located at:

SERVICE LOCATION				
	STREET	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)				
	STREET	CITY	STATE	ZIP
PHONE		EMAIL		

CHECK THIS BOX TO RECEIVE EMAIL ALERTS ABOUT BILLS

CHECK THIS BOX FOR PAPERLESS BILLING

If a new tap is required, the customer agrees that:

- a. A tap will be made and meter set only after the location is provided and is approved by the District.
- b. Meters will not be placed in driveways
- c. Lots are to be graded before meter boxes are installed. The Customer shall pay for any expense of relocation of the meter, or raising, or lowering the meter box due to grade changes after the box has been set.
- d. In the event that the Customer desires any change in location of the meter after it has been installed, such change in location, if approved, shall be made by the District at the expense of the Customer.
- e. Billing will begin upon installation of tap and meter.
- f. There will be NO refunds of tap fees once the tap is installed.

The Customer shall install and maintain at his own expense a service line, beginning at the meter and extending to his dwelling or facility to be served.

The Customer's service line shall connect with the distribution system of the District at the nearest place of desired use by the Customer, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The Customer agrees that all trees, shrubs, and fences shall be placed so as to permit access to the water meter. The District assumes no liabilities if trees, shrubs, or fences are damaged during maintenance. If a fence is erected after the meter has been installed, the fence shall be set back or offset so that the water meter is completely outside the fence.

The Customer agrees to purchase water from the District through the District's water meter at line pressure. It shall be the Customer's responsibility to reduce the pressure on his side of the water meter if desired and/or required. Any pressure reducing devices shall be owned by the Customer and shall be located on his or her property and the District will not be responsible for such devices. The District assumes no responsibility for pressure related damage in the Customer's system beyond the discharge side of the meter.

The Customer shall pay for water at such rates, times, and place as shall be determined by the Board of Directors of the District. **ONLY ONE (1) DWELLING OR FACILITY SHALL BE SERVED THROUGH ONE (1) METER.** If a master meter has or will be purchased, the Customer agrees to provide the

District with detailed information as to how many dwellings are serviced. The Customer will inform the District of any removal or additions to said services for inspection and approval for billing changes.

The Customer agrees that he will make no physical connection between any private water system and the water system of the District. All commercial and residential lawn sprinkler systems installed must be equipped with a minimum of a Double Check Valve Assembly that is tested by a licensed certified tester. Commercial sprinkler systems shall be tested annually and residential sprinkler systems shall be tested upon installation and then follow the District's bi-annual testing requirements. The District reserves the right to make on premise inspections of any water tap in the system to enforce the provisions of the SCDHEC Backflow Prevention Regulations. Violation shall be grounds for disconnection of the service.

The Customer, in requesting or accepting service on his or her property, thereby grants the District without charge the right to access pipelines, meter boxes, service lines, hydrants, and other appurtenances related to the District's water distribution system that are necessary to enable water supply service to the Customer and to serve other customers.

The District shall purchase and install a cutoff valve and a

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Other (please specify)

inch water meter in this service. Such a cutoff valve and meter shall be installed within three (3) feet of the distribution system. The District shall have the exclusive right to use such cutoff valve and water meter and to turn it on and off. The District may refuse service to any Customer who tampers with a meter or other measuring device.

The District shall not be responsible for leaks or damages that occur on the Customer's side of the meter, and any resulting charges.

The District shall not be liable for any loss or damage resulting from any failure to furnish water when such failure is wholly or partially due to any cause reasonably beyond the control of the District. The District shall not, in any event, be liable for any loss, damage, or injury by fire due to any failure or alleged failure on its part to furnish water, whether such failure shall be due to an act or omission of the District or otherwise. The demands of the fire department in the above named municipality shall be paramount to the requirements of other customers and the District reserves the right to suspend the furnishing of water to customers whenever the fire department in said municipality may be using water to extinguish a fire or for any other purpose.

The District 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 customers in the event of a water shortage; may shut off the water to a Customer who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

The failure of a Customer to pay water charges duly imposed shall result in the following penalties:

- a. Non-payment for twenty (20) days from the date of the bill will be subject to a penalty of ten (10) percent of the delinquent account.
- b. Non-payment for forty-five (45) days from the date of the bill will result in the water being shut off from the Customer's property.
- c. Non-payment for ninety (90) days from the original date of the bill will allow the District, in addition to all other rights and remedies, to cancel the Customer's service, and, in such event the Customer shall not be entitled to receive, nor the District obligated to supply, any water under this agreement.
- d. After ninety (90) days of non-payment, a reinstatement fee or the cost of a new tap will be required.

The Customer's service may be cancelled and/or discontinued, as well as fees assigned by the District, for any violation or any rule, regulation, or condition of service and especially for any of the following reasons:

- a. Misrepresentation in application as to the property or facilities to be supplied or use to be made of the service.
- b. Tampering with or damages to main lines, fire hydrants, valves, or permitting such tampering by others.
- c. Damages to property belonging to the District.
- d. Connections, or cross-connections, from the Customer's service line to facilities not covered by this agreement.

IN WITNESS WHEREOF, we have hereunto executed this agreement this

Date

WEST ANDERSON WATER DISTRICT

ATTEST:

SECRETARY – TREASURER

CUSTOMER

PRESIDENT