

STATE OF ALABAMA )  
CULLMAN COUNTY )

V.A.W. WATER SYSTEM, INC.  
VINEMONT, ALABAMA

## **V.A.W. WATER SYSTEM - WATER USERS AGREEMENT**

This AGREEMENT between the V.A.W. Water System, Inc. a public corporation organized and existing under and by virtue of the STATE OF ALABAMA, here-in-after called the "SYSTEM," and the undersigned water user, here-in-after called the "WATER USER."

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

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

1. The System will furnish, subject to the limitations as provided for in the By-Laws and Service Rules and Regulations here-in-after provided for, such quantity of water as the Water User may desire in connection with his occupancy of property located in the V.A.W. Water jurisdiction.
2. The Water User will install and maintain at his own expense a service line which will begin at a point designated by the System and extend to the dwelling and other points of the premises. The Water User will install a cutoff valve and a regulator and will maintain the same in good order and condition.
3. The Water User's service line shall connect with the distribution system of the System at the place designated by the System, provided the System had determined in advance that the System's water system is of sufficient capacity to permit delivery of the water to that point.
4. The Water User will pay for such water at such rates, times and places as will be determined by the System.
5. The System will purchase and install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such shut-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 System will have exclusive rights to use the cut-off valve and water meter and to turn it on and off.
6. The System will make the final determination in any question of location of any service line connection to its distribution system and will determine the allocation of water to Water Users in the event of a water shortage.
7. Each domestic water service shall serve a single 911 address and that address only. Separate facilities occupying the same lot may be served by a common service as long as they are all for domestic use. A service will be classed and billed according to the number of connections to the service (occupied or not). See Sections E and F of the Water System's Rules & Regulations regarding multiple hook-ups. All other services, other than domestic, shall be served by a separate meter.
8. The failure of a Water User to pay water charges duly imposed will result in the automatic imposition of the following penalties. The System may SHUT-OFF the WATER of a Water User who violates the System's Rules & Regulations.

**\*\*\*\*\*NON-PAYMENT WITHIN TWENTY (20) DAYS FROM THE PENALTY DATE WILL RESULT IN THE WATER BEING LOCKED AND A FEE CHARGED\*\*\*\*\***

9. In the event it becomes necessary for the System to **LOCK** the service of the Water User for non-payment, an additional fee will be charged to **UNLOCK** the service.

The foregoing notwithstanding, the Board of Directors reserves the right to make or amend the Rules and Regulations and the Water Users Agreement of the System from time to time, without notice, and the Water User agrees to abide by such changes.

The Water User understands that a non-refundable New Service Fee will be collected.

I CERTIFY THAT I AM THE LEGAL AND RIGHTFUL OWNER (OR HAVE A PROPERLY EXECUTED RENTAL FORM FROM THE SAME.) OF THE LAND FOR WHICH THIS METER SERVICE WILL SERVE.

V.A.W. WATER SYSTEM, INC.  
A CORPORATION Water User

\_\_\_\_\_  
Water User

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Water User

\_\_\_\_\_  
Date

05/2017

<b>THIS FORM MUST BE NOTARIZED</b>
I, the undersigned, a Notary Public, in and for said County and State, hereby certify that _____, whose name appears above, is known to me and acknowledged before me on this day that he/she has full authority to execute this document.
This the _____ day of _____, _____
NOTARY PUBLIC: _____
Commission Expires: _____

**\*IMPORTANT\* IT IS YOUR RESPONSIBILITY TO NOTIFY OUR OFFICE WHEN VACATING THIS PROPERTY. IF WE DO NOT RECEIVE NOTIFICATION, YOU MAY END UP BEING RESPONSIBLE FOR ADDITIONAL WATER CHARGES.**