



# Talatha Rural Community Water District

PO Box 26 New Ellenton, SC 29809 (803) 652-1381 FAX (803) 652-1138

## WATER USER'S AGREEMENT

This agreement between the Talatha Rural Community Water District, organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the District, and

\_\_\_\_\_, A member of the  
Printed Name of Customer

District, hereinafter called a Member.

### Witness

WHEREAS, the member desires to purchase farmstead and domestic water from the District, and to enter into a users agreement as required by the by-laws of the District.

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

The District shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purpose: as the member may desire in connection with his occupancy of property located at:

\_\_\_\_\_  
Service Address

The member shall install and maintain at his own expense a service line, which shall begin at the property line and extend to the dwelling and other portions of his premises.

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

The member shall pay for such water at such rates, time, and place as determined by the Directors. A monthly service/base rate will be charged even with no water usage. A member may request their water service be shut off to avoid the monthly service fee; however, their membership will be cancelled and the account closed. If service is requested at a future date, a new membership agreement must be completed and service access fees paid.

The member shall not connect any additional dwellings or residences to be served through his meter.

The member agrees that he will make no physical connection between any private water system and the water system of this District. The District may at any reasonable time make inspections to enforce this provision. Violation of this provision shall be grounds for disconnection of the service.

The District shall purchase and install a cutoff valve and may also include a water meter in each service. Such cutoff valves and water meters shall be installed within three feet of the District's 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 shall have final jurisdiction in any question of location of any service line connection to its distribution system; determine the allocation of water to members in the event of a water shortage; and may shut off the water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

The member is responsible for malicious damage/vandalism to TRC-owned property/equipment (e.g., meter, meter box, back-flow preventor, lines, and valves). The member will be held liable for repair/replacement costs.

THE FAILURE OF A MEMBER TO PAY WATER CHARGES DULY IMPOSED SHALL RESULT IN THE FOLLOWING:

- A. A 10% PENALTY WILL BE ADDED ON BALANCES NOT PAID BY THE 25<sup>TH</sup> OF THE MONTH.
- B. WATER SERVICE WILL BE DISCONNECTED (SHUT OFF) ON THE 10<sup>TH</sup> OF EACH MONTH ON ACCOUNTS WITH UNPAID BALANCES OVER 30 DAYS OLD.
- C. IN THE EVENT IT BECOMES NECESSARY FOR THE DISTRICT TO SHUT-OFF A MEMBER'S WATER, A "SHUT OFF" FEE AS DETERMINED BY THE BOARD OF DIRECTORS WILL BE CHARGED TO THE MEMBER.
- D. NON-PAYMENT FOR THIRTY DAYS AFTER THE DUE DATE WILL ALLOW THE DISTRICT TO REMOVE THE METER AND CAUSE FORFEITURE OF THE INITIAL ACCESS FEE. IN THE EVENT A MEMBER'S METER IS REMOVED BY THE DISTRICT, THE MEMBER SHALL NOT BE ENTITLED TO RECEIVE OR THE DISTRICT OBLIGATED TO SUPPLY ANY WATER UNDER THIS AGREEMENT. IF A REINSTATEMENT IS REQUESTED AND ACCEPTED BY THE DISTRICT; A REINSTATEMENT ACCESS FEE WILL BE CHARGED IN AN AMOUNT DETERMINED BY THE DIRECTORS.

IN WITNESS WHEREOF, we have heretofore executed this agreement this day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTESTED: TALATHA RURAL COMMUNITY WATER DISTRICT

BY: \_\_\_\_\_ / \_\_\_\_\_  
District Representative / Printed Name, Signature and Title

\_\_\_\_\_  
Member Signature

Service and Fees		
New Tap <input type="checkbox"/> Tap Size:	Service Access (Reinstate) <input type="checkbox"/>	Name Change Only <input type="checkbox"/>
Rental Property <input type="checkbox"/>	Property Owner:	
Notes:		

New Tap Fee	\$
Service Access Fee (Reinstate)	\$
Owner Security Deposit	\$
Renter Security Deposit	\$
Total Due Fees Due:	\$