

The Customer shall install and maintain at the Customer's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with distribution system of the Authority at the nearest place of desired use by the Customer, provided the Authority has determined in advance that the system has sufficient capacity to permit delivery of water at that point. The Customer shall be fully responsible for the service line, including the installation of an approved back-flow device if required.

The Customer agrees to comply with and be bound by the Articles, By Laws, Rules and Regulations of the Authority, and agrees to the imposition of such penalties of noncompliance as are now set out in the Authority's By Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the Authority.

The customer agrees to pay a service fee in the amount of \$40.00 for processing of the Customer's application for water service and a tap fee as established by the Authority and shown on the Attached sheet.

The Authority shall purchase and install a water meter and a customer service box for each service. The Authority will be responsible for the water meter and the meter box, unless it appears to be tampered or damaged by the Customer. The Authority will bill the Customer for repairs on its bill. The Authority will also install a customer service box which will include a cutoff valve and a pressure reducing valve (PRV). The customer box and its contents installed are the sole responsibility of the Customer. The Authority shall have the exclusive right to use such cutoff and water meter.

The Authority shall have final authority in any questions of location of any service line connection to its distribution system; shall determine shall determine the allocation of water to a Customer in the event of a water shortage; and may shut off water to a Customer who purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customer, or in the event this is a shortage of water, the Authority may pro rate the water available among various Customers on such a basis as is deemed equitable by the Authority, and may also prescribe a schedule of hours covering use of water for certain purposed by particular Customers and require adherence thereto or prohibit the use of water for certain purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all of the Customers for Domestic purposes (excluding non-essential uses) before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any lines served by the Authority's water lines and will disconnect from the present water supply prior to connecting to and switching to the Authority's system and shall eliminate their present or future cross connections in the Customer's system.

The Customer shall connect the service lines to the Authority's distribution system and shall commence to use water from the system on the date the water is made available to the Customer by the Authority. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system. The Customer understands and acknowledges that, to a large extent, the Authority's water system is financed by loans and grants from the United States of America, acting through the Rural Development Administration of the United States Department of Agriculture, and Customer's consent to the terms of this Agreement is required as a condition of these loans and grants and is necessary for the extension of water service to the Customer's property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, for failing to pay the Authority for six (6) months, the Authority shall pull the Customer's meter. To have water service reestablished, the Customer shall pay half (1/2) of the current tap fee. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Customer in either respect set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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

Nonpayment within ten days from the due date will subject to a penalty of ten percent of the delinquent account.

Nonpayment within thirty days from the due date will result in the water being shut off from the Customer's property.

In the event it becomes necessary for the Authority to shutoff the water from a Customer's property, a fee set by the Authority in its rate schedule will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20__.

SALUDA COUNTY WATER AND SEWER AUTHORITY

By: _____
Chairman or Designee

Customer

CUSTOMER AGREEMENT / SERVICE CONTRACT ADDENDUM

By signing this application for water and/or sewer service, the applicant agrees to pay all costs of collection of the applicant's unpaid bills. The Saluda County Water and Sewer Authority has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If Saluda County Water and Sewer Authority chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the Municipal Association of South Carolina and/or Saluda County Water and Sewer Authority. If Saluda County Water and Sewer Authority choose to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees with the selected manner as well.

Customer Initials _____

Date _____