NCWSA

WATER SERVICE AGREEMENT

This Agreement between as Customer (if more than one, collectively referred to herein as Customer) and Newberry County Water & Water Authority (NCWSA) the owner and operator of the public water system (System) serving the following property:
Service Address:

Billing Address:

TMS Number:

WHEREAS, the undersigned Customer has obtained all necessary permits and easements to construct a water service line from the designated property to an existing water main on NCWSA's system to be connected at an agreed point, and the Customer has paid an NCWSA water tap fee of **$**

WHEREAS, NCWSA has received the Customer's request for service and finds it desirable to provide service subject to certain conditions and stipulations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following **Conditions of Service:**

1. Receiving Service from the System (whether or not such Service is authorized) will constitute conclusive evidence that the Customer has accepted and intends to be bound by all NCWSA Policies as they may be amended from time to time.
2. In accepting Service, the Customer grants NCWSA, without charge, necessary rights-of-way and trimming and clearing privileges for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and clearing are required or necessary to enable NCWSA to supply Service to the Customer or to operate, repair, maintain or replace facilities providing Service to the Customer.
3. The Point of Delivery is the Courtesy Valve at the meter located on the Customer's premises near the Customer's property line or easement line.
4. Th Courtesy Valve outside the meter box can be used by the Customer to turn the water on or off. The curb stop inside the meter box may not be used for this purpose.
5. All plumbing and equipment beyond the Courtesy Valve shall be installed and maintained by the Customer.
6. All meters, service connections and appurtenances shall remain the property of NCWSA. Customers shall provide space for, and exercise proper care to protect the property of NCWSA.
7. In the event the meter or other equipment is lost or damaged, whether intentionally or by accident, NCWSA shall conduct any required repairs, and the Customer will be charged for the repair or replacement required.
8. The Customer shall not make or allow any connection to or extension of the Customer's service line for the purpose of supplying Service to another Customer.

9. NCWSA reserves the right at any time, without notice, to interrupt service for maintenance, repairs, or extensions without liability to the Customer for damages resulting there from.
10. The Customer will notify NCWSA (**803-276-7020**) promptly in the event of any indication of leaks or other evidence of impending failure of NCWSA's System.
11. Charges for service shall commence on the date service is made available.
12. All meters will be read monthly. If a meter reading is missed, an estimate of usage will be utilized for billing purposes. When the next reading is obtained, an adjustment to actual consumption will be made.
13. Bills will be mailed to the Customers billing address, as recorded in the NCWSA office, no later than the last day or 15th of each month according to the billing cycle of the account.
14. To avoid penalty, payment must be received at the NCWSA office by the due date printed on the bill. Failure to receive a bill will not release the Customer from the obligation to pay.
15. All payments received after the close of business on the due date printed on the bill will result in a 10% late charge being added to the current total.
16. If payment is not received prior to the cutoff date printed on the bill, Service will be terminated for non-payment and a $75.00 non-payment fee will be added to the overdue bill. The non-payment fee is due regardless of whether NCWSA has performed termination at the meter.
17. Should the due date or cutoff date for payment of the bill fall on a weekend or holiday, the penalty or termination of Service will occur the next business day following that date.
18. If Water Service is terminated for non-payment, service will be restored by 5:00 pm on the day payment is received.
19. The Customer will be notified by mail of a returned check or bank draft (NSF). An NSF fee of $30.00 will be charged for all NSF transactions. Failure to make payment may result in the termination of service.
20. By signing, the Customer agrees to pay all costs of collecting the Customer's unpaid bills. NCWSA has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the Customer through offset of the Customer's State income tax refund. If NCWSA chooses to pursue debts owed by the Customer through the setoff process, including fees charges by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or NCWSA, the Customer agrees to pay the costs and fees associated with such a collection process. If NCWSA chooses to pursue debts in a manner other than setoff, the Customer agrees to pay the costs and fees associated with the selected manner as well.
21. The terms and conditions of this agreement shall be binding on the parties, their heirs, successors, and assigns.

By signing below, the parties hereby agree to NCWSA's Conditions of Service

Customer: _____Date _____

NCWSA: _____Date _____