

Catoosa Utility District Authority
Water Service Contract

Georgia, Catoosa County

THIS AGREEMENT, made and entered into by and between Catoosa Utility District Authority (a political subdivision of the State of Georgia), hereinafter referred to as the "District, and

_____ (owner, leaser) residing on _____, hereinafter referred to as "consumer".

WITNESSETH: The District agrees to furnish water to the consumer for residential and/or business purposes and the consumer hereby agrees to purchase water from the District, subject to the terms and conditions hereinafter set forth:

- (1) Water shall be used to supply only the premises which are described as follows: _____ covered by this contract.
The consumer shall not sell, furnish, or permit water to be used through meter to other parties or to use or permit anyone else to use such water at any other premises or at a different location than provided for herein.
- (2) The consumer shall not supply other persons or families with water, or suffer it to be taken from the premises, except with the written consent of the District.
- (3) The District will furnish a water meter of its selection which is to remain the property of the District, to be located at a point designated by the District. Consumer shall, at own expense, lay and maintain all lateral and service lines or pipes beyond the delivery point, said point being the location of the meter.
- (4) Consumer agrees to disconnect and keep disconnected from service lines or pipes all other sources of water other than that supplied by the District.
- (5) Consumer agrees to take water from the District and to pay for it at the following rates:
 1. A \$10.00 monthly base charge per meter (minimum monthly charge)
 2. plus 0.00441 per gallon used
- (6) If the water and/or sewer bill is not paid by the 15th of the month, a ten percent (10%) penalty shall be added to the amount of the bill. Final notices are issued on unpaid balances on the 20th of each month. A one dollar (\$1.00) fee will be charged to the consumers account if a final notice is issued.
- (7) It is expressly understood and agreed, however, that the rates charged are subject to increase or decrease at any time by the District upon fifteen (15) days notice to the consumer.
- (8) The consumer agrees that, prior to the turning on of water service, the consumer will pay a nonrefundable service charge in the amount of \$50.00 for residential service and \$50.00 for commercial service.
- (9) Bills for water shall be mailed monthly, and shall be paid at the place designated on the bill. If not paid by the 25th of each month after having been mailed, the agents, servants, and employees of the District shall have the right to enter upon the premises of the consumer and shut off the water without further notice. Water service shall not be restored until the consumer has paid all bills due plus a \$50.00 service charge during regular business hours and a \$100.00 service charge after regular business hours.
- (10) In case of stuck or broken meters, the bills will be rendered upon an estimate basis, and the consumer hereby agrees to pay the same when so rendered.
- (11) The consumer agrees to prevent the waste of water in any manner. The District retains the right to decide what is waste or improper use of water, and restrict the use thereof when the same is deemed necessary by the District in its sole discretion.
- (12) The District shall not be responsible in any way or manner for damages for failure to supply a sufficient quantity of water, or of any particular pressure. Nor shall the District be required to furnish water of particular quality. Nor is there any agreement, expressed or implied, that the water supplied will be sufficient for the use of the consumer, or for protection against fire.
- (13) The District may at any time, and from time to time, when necessary for repairs or any other reason whatsoever, shut off water service from the consumer's property without being liable in any manner whatsoever.
- (14) It is further understood and agreed that a violation of any of the terms or conditions of the contract shall give the immediate right to suspend the right of water to the consumer.
- (15) The District, its agents, servants and employees, are hereby granted, in consideration of the mutual covenants and conditions herein, and the sum of one dollar (\$1.00), easement in, upon and over any part of the premises herein before described for the purpose of making repairs, excavations, locating leaks, checking or reading meters, checking the amount of water consumed, making connections, and generally to do any act necessary to the proper maintenance and operation of said water system.
- (16) Catoosa Utility District Authority is not responsible for damage resulting from high water pressure. If needed, the customer must install a pressure reducer or replace a malfunctioning pressure reducer. When applying for water service, the customer must make certain that all faucets, ice makers, etc. are cutoff in the residence.
- (17) The consumer agrees that the premises are now ready for water to be turned on by the District.
- (18) It is expressly understood and agreed by and between the parties that the District shall have the right to make such rules, resolutions and regulations that it deems necessary or proper respecting its business of supplying water and maintaining and operating said system. The consumer hereby agrees to be bound by any rule, resolution or regulation so made, whether embodied in the contract or not.
- (19) This contract shall be binding upon the parties hereto, their heirs, successors and assigns.
- (20) Unpaid balances will be turned over to a collection agency 30 days after the Due Date on final bill.

By: Catoosa Utility District Authority

Consumer _____

Mailing Address _____

Authorized Agent of Catoosa Utility District Authority