

Smith's Crossing Rural Water User Agreement

The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite water disposal. § MS Code 41-67-5. Section 1,2 and 3. Section 2 states: No temporary or permanent water service connection shall be provided to any mobile, modular or permanently constructed residence, building or facility unless the owner, lessee or developer shows proof of the submission of the notice of intent by this section.

In consideration of the association's undertaking the financing and construction of a waterworks system, I agree to the following:

- 1) To install and maintain, at Member's expense, the necessary service line to connect my property to the Association's water system at a location designated by the Association as near the property line as practicable.
- 2) To use water service in accordance with all rules, regulations, policies, and rate schedules established by the Association, and to promptly pay all charges for water service.
- 3) To pay, prior to connection to the water system, all applicable fees including a refundable meter deposit (subject to the rules and regulations of the Association), a non-refundable service charge, tapping fee (if applicable), and membership fee.
- 4) Payment for water service is due by the 15th of each month. Any balance not paid by the 16th shall incur a 10% late charge and may become subject to delinquency procedures. Accounts not paid in full by the 20th shall incur a \$60 delinquency fee and may be subject to service disconnection. To restore service, the entire balance, reconnection fees, and all other applicable fees must be paid in full by cash, card, or money order.
- 5) A \$15.00 fee shall be charged for any returned, reversed, or dishonored check or electronic payment.
- 6) In the event of any violation of Association policy, including but not limited to meter tampering, theft of service, unauthorized use, or cut lock violations, the account may, at the Association's discretion, be assessed additional charges, including a cut lock fee, estimated charges for unauthorized usage, and an additional meter deposit. The Association reserves the right to immediately disconnect service without prior notice for any such violations. Such violations may also be reported to law enforcement.
- 7) Failure to receive a bill does not relieve the Member of the obligation to pay all charges when due.
- 8) All delinquent balances associated with an existing meter location, service address, or property must be paid in full before water service may be restored or a new metered service connection, account, or membership may be established for that location or property.
- 9) No structures, trees, fencing, or other obstructions shall be placed within the easement area that may interfere with the Association's access to or operation of water system facilities. The easement shall include the right of ingress and egress over the Member's property, including any adjoining property owned by the Member, as may be reasonably necessary for access to the easement area and related facilities for the purposes set forth herein, including installation, operation, maintenance, and repair.

Name (Print): _____

Signature: _____

Service Address: _____

Date: _____