ICARD TOWNSHIP WATER CORPORATION APPLICATION FORM

The application fee furnishes water to the service address listed below. The customer requiring a meter of a size in excess of ¾ inch shall be required to pay an additional cost. This application can be amended at any time by the Board of Directors.

COMPLETE THE TOP, SIGN AT THE BOTTOM AND ON THE BACK OF THIS FORM

RESIDENTIAL \square COMMERCIAL \square INSTITUTIONAL \square INDUSTRIAL \square OWNER \square PROPERTY MANAGER \square TENANT \square
APPLICANT NAME:
CO-APPLICANT NAME:
BUSINESS NAME:
SERVICE ADDRESS:
MAILING ADDRESS IF DIFFERENT FROM ABOVE:
TELEPHONE ()
EMAIL ADDRESS:
HAVE YOU HAD AN ACCOUNT WITH US BEFORE? YES □ NO □
BILLING OPTIONS: PAPERLESS BILLING (REQUIRES EMAIL ADDRESS) \square PAPER BILL \square
BANK CHECKING ACCOUNT AUTOMATIC DRAFT ENROLLMENT: YES \square NO \square
FOR OFFICE USE ONLY
ACCEPTED BY: DATE: ACCOUNT #: BOOK: STOP:
PAYMENT METHOD: ACCOUNT DEPOSIT: \$ TAP SIZE: TAP FEE: \$
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ICARD TOWNSHIP WATER CORPORATION WATER USER(S) AGREEMENT

This agreement, between the Icard Township Water Corporation, a nonprofit corporation, organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Corporation, and _______, the water service account holder of the corporation hereinafter called the water user.

WITNESSETH: Whereas the water user desires to purchase water from the Corporation. and to enter into a water user's agreement as required by the bylaws of the Corporation.

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

The water user shall grant the Corporation, its successors and assigns, a perpetual easement in, over and under, and upon the service address below with the right to erect, construct, install and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities together with the right of ingress and egress over adjacent lands for the purpose mentioned above.

The water user shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and/or building; the water user understands and is hereby informed that one (1) service line is for one (1) dwelling and/or building. Should the water user choose to supply service to additional dwellings and/or buildings on their (water user's) property, a separate meter and service line shall be required for <u>each</u> individual dwelling and/or building.

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

The water user shall pay for such, water at such rates, time and place as shall be determined by the Corporation.

The Corporation shall purchase and install a cutoff valve(s) and a water meter(s), in each service. Such cutoff valve(s) and meter(s) shall be connected to the Corporation's distribution System. The Corporation shall have exclusive right to use such cutoff valve(s) and water meter(s) and to turn it on and off.

The Corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to water users in the event of a water shortage; may shut off the water to a water user who allows a connection or extension to be made to/from his service line for the purpose of supplying water to another location; to include but not limited to additional dwellings, users, and/or buildings.

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

- A. Balance amounts are due according to the date on the Water Bill.
- B. Past due amounts will be subject to a penalty as listed on the Water Bill.
- C. Past due accounts will be disconnected according to the time allotted on the Water Bill.
- D. Billing will begin when the water meter is installed by the Corporation.

The water user is responsible for all water that goes through the meter(s).

In the event the Corporation determines that it is not feasible to construct its distribution system so as to furnish water to the water user at the service address listed, the Corporation may terminate the agreement and/or refund the charge paid by the water user to the Corporation; and, in such event such water user shall not be entitled to receive nor the Corporation obligated to supply any water under this agreement.

The water user requiring a meter(s) of a size in excess of ¾ inch shall be required to pay the additional cost of such larger meter(s) and such other special equipment and labor required for such installation.

This agreement can be amended at any time by the Icard Township Water Corporation Board of Directors.

Version: 12-98 Amended 12-24