

ACCOUNT # _____
DATE _____

BRASS# (SERIAL) _____
REGISTER # _____
MXU # _____

TAP AGREEMENT

This agreement, between HIGHWAY 88 water company a non-profit corporation, organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the Corporation, and

(NAME) _____
(PHONE NUMBER) _____
(MAILING ADDRESS) _____
(EMAIL) _____
DRIVERS LICENSE # _____

A member hereinafter called the Member.

WHEREAS, the Member desires to purchase water for (PLEASE CHECK ONE OF THE FOLLOWING) __ domestic, __ business, __ fire tap or other users from the Corporation, and to enter into a Water Users Agreement as required by the By-Laws of the Corporation.

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

The Corporation shall furnish, subject to the limitation hereinafter provided for, such quantity of water at the member's property located at
(SERVICE ADDRESS)
_____.

The Member shall install and maintain at his own expense a service line, beginning at his property line and extending to his dwelling or facility to be served. Only one (1) one dwelling or facility shall be served through (1) one-service connection.

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

The Member shall pay for water at such rates, times, and place as shall be determined by the Board of Directors of the Corporation. Only one (1) dwelling or facility shall be served through one (1) meter.

The Member agrees that he will make no physical connection between any private water system and the water system of the Corporation. The Corporation may make inspections to enforce these provisions. Violation shall be grounds for disconnection of the service.

The Corporation shall purchase and install a cutoff valve and may also include a water meter in each service. Such a cutoff valve and meter shall be installed within three (3) feet of the distribution system. The Corporation shall have exclusive right to use such cutoff valve and water meter and to turn it on and off. It shall be the Member's

responsibility to reduce or boost the pressure on his side of the service meter if it is desired and / or required. The Corporation assumes no responsibility for excessive or low pressure through one (1) meter. The Corporation may refuse service to any Member who tampers with a meter or other measuring device.

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 Members in the event of a water shortage; may shut off the water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

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

- a. Nonpayment by the 15th of the month will subject your account to a penalty of ten (10) percent of the delinquent account.
- b. Nonpayment within 15 days from the due date will result in the water being shut off from the member's property.
- c. Nonpayment for sixty days after original due date will allow the Corporation, in addition to all other rights and remedies to cancel the member's Membership Certificate and terminate his membership, and, in such event the member shall not be entitled to receive, nor the Corporation obligated to supply, any water under this agreement.
- d. If in the process of collecting payment additional cost to the Corporation is incurred, and then the Corporation shall be entitled to attorney fees, court cost, etc.

Please note that once you have initiated service by signing this document and payment has been collected, you are considered an "ACTIVE" customer, you will receive a bill beginning the following month from the installation of the meter. Please understand, that even if you have no usage on your meter, you will still receive a minimum bill.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ Day of _____ 2019

HIGHWAY 88 WATER COMPANY

ATTEST:

Allen Simpson

Secretary-Treasurer

President

By: Charles Privette

X _____
Member

This acknowledges receipt of \$ _____ dollars for _____ tap this date _____. It is understood that if services cannot be provided, the above amount will be refunded.