

**JACKSON COUNTY WATER & SEWERAGE AUTHORITY  
WATER SERVICE ACCOUNT AGREEMENT**

**STATE OF GEORGIA, JACKSON COUNTY**

THIS AGREEMENT, made and entered into between the Jackson County Water and Sewerage Authority (hereinafter called the "Authority") and water customer ("Subscriber").

WHEREAS, the Subscriber desires to be provided water service to the property that the Subscriber occupies at \_\_\_\_\_  
\_\_\_\_\_ ("Premises");

WHEREAS, the Subscriber paid to the Authority all funds required by the Authority for the construction and installation of water to service said Premises; and

WHEREAS, the Subscriber agrees to comply with the rules, ordinances, and regulations of the Authority and Board of Commissioners of Jackson County ("County") which are in existence as of the date of the execution of this agreement and further agrees to comply with any changes, amendments or alterations made to said rules, ordinances and regulations by the Authority and/or the County from time to time; and

WHEREAS, the Authority desires to provide water service to said Subscriber as long as the Subscriber complies with the terms of this agreement and the rules, ordinances and regulations of the Authority and County:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.

The Subscriber has paid the Authority a non-refundable administrative fee of \$40.00 for the installation of a water meter to serve the Subscriber's Premises. Said meter and all appurtenances thereto shall remain the property of the Authority. Subscriber must allow at least four (4) weeks for Authority to install a water meter. Every effort will be made to install a meter as soon as possible but there is no guarantee when such meter will be installed.

2.

Along with the non-refundable installation fee paid pursuant to Paragraph 1, upon execution of this Agreement, the Subscriber agrees to pay to the Authority \$ \_\_\_\_\_ as a Security Deposit for the water meter. The Subscriber shall be entitled to a full refund of the Security Deposit, but only after twenty four (24) months of good payment history. Definition of good payment history is available in the JCWSA Security Deposit Credit Policy. Refunds shall be implemented in the form of credit on the Subscriber's water bill(s). Otherwise the Security Deposit shall be held by the Authority until such time as the water meter at the Premises is removed, at which time the Security Deposit will be refunded to the Subscriber, less any repair costs for damage to the water meter, and less any outstanding fees, payments, or other costs owed by the Subscriber to the Authority.

It is the policy of the Authority that the amount of the Security Deposit is set based on the credit history of the Subscriber on the date of execution of this Agreement. By its below signature, the Subscriber does hereby authorize the Authority to conduct a check of his/her credit history, and use the Subscriber's score as a basis for setting the Security Deposit. The Security Deposit may be \$150.00, or less, based on the Subscriber's personal credit history. The JCWSA credit standards are available in the JCWSA Fees, Deposits, and Miscellaneous Charges Policy and available for Subscriber review upon request.

3.

If the Subscriber is not the owner of the Premises, the Subscriber has deposited a Security Deposit to be handled in accordance with the laws of the State of Georgia.

4.

Subscriber shall promptly pay on a monthly basis (1) a minimum monthly water charge assessed by the Authority; (2) any water registered by the meter serving the Premises that is in excess of the monthly minimum charge at the rate or rates set by the Authority from time to time which shall include water used, water wasted or water leaked, if applicable.

5.

Said bill shall be paid by the 15<sup>th</sup> of each month. In the event that the charge and any penalties assessed thereon are not paid within ten (10) days from the due date, the Authority shall have the right to commence procedures to terminate water service according to the Authority's Rules, Regulations and Ordinances in effect as of the due date. All charges must be paid by the due date regardless of whether Subscriber receives a bill in order to avoid termination of water service.

6.

If the Subscriber is applying for water service to a residence already served by the Authority, the Subscriber shall pay an administrative charge.

7.

If water service is discontinued for non-payment of a charge, the Authority will not resume water services to the Subscriber until the charge and all penalties have been paid in full, and a \$50.00 non-refundable re-service fee and a \$75.00 Security Deposit has been paid to the Authority by the Subscriber. In the event a water meter is locked by the Authority and such lock is opened, broken or destroyed without the consent of the Authority, there will be a \$250.00 tampering charge in addition to any other charges necessary to restore water service.

8.

Subscriber shall have fifteen (15) days to detect and notify the Authority in writing of any errors in the Subscriber's bill. Failure to notify the Authority will result in waiver of any right or claim for refunds or credits.

9.

Meters will be tested at the request of the Subscriber, however, if no irregularities are found in the meter, Subscriber will be assessed a fee of \$50.00 for said testing.

10.

The Subscriber shall install and maintain at his/her expense a service cut-off valve on the Subscriber's side of the meter. It is strongly recommended by the Authority that the Subscriber take whatever steps are necessary (i.e. installing a pressure reducing valve) to prevent pressure fluctuation. Subscriber agrees that he/she will not hold the Authority responsible and will hold the Authority harmless from any liability, loss, personal injury, or property damage resulting from fluctuation in pressure and resulting from the Subscriber's failure to take the necessary steps to address the pressure fluctuation.

11.

Subscriber grants to the Authority, its agents and employees, the right of ingress, and egress over, across, under and through Premises for any reason related to the use, maintenance, repair or otherwise of the Authority's water facilities.

12.

The Subscriber shall have the right to use said water for one (1) household/commercial site/industrial site only and any of its out buildings, located on the property of the Subscriber, unless written permission is obtained from the Authority's Board of Directors. Subscriber shall not, without the prior written consent of the Board of Directors, allow anyone to tap on to said water service line for the purpose of supplying water to another user. Violation of this paragraph of this agreement will result in immediate termination of service.

13.

The Subscriber agrees that no other present or future source of water will be connected to any water line being serviced by the Authority's water lines and the Subscriber will "physically" disconnect from any present water supply system prior to the Authority's system. The Subscriber will be required to maintain an air gap separation between any lines holding water from any other source other than water supplied by the Authority.

14.

Upon consideration of the Authority providing water service to the Subscriber, the Subscriber hereby releases, covenants not to sue, and hereby discharges the Authority from any damage to person or property that the Subscriber may suffer as a result of the Subscriber's negligence, temporary, complete or partial interruption of water service that occurs as a result of the Subscriber's negligence, temporary complete or partial interruption of water service that occurs as a result of the seasonal water supply, expansion, repair or maintenance of lines and facilities or conditions beyond the control of the Authority.

15.

The Authority reserves the right to determine the allocation of water to Subscriber in the event of water shortage, and the Authority reserves the right to discontinue its services without notice for the following reasons:

1. To prevent fraud or abuse.
2. Subscriber's willful disregard of Authority's rules.
3. Emergency repairs.
4. Insufficient water supply due to circumstances beyond Authority's control.
5. Legal processes.
6. Direction of regulatory authorities.
7. Strike, riot, flood, unavoidable accident, actions of others, or acts of God.

The Authority further reserves the right to terminate the service granted herein for reasons other than those set forth above by giving the Subscriber ten (10) days written notice prior to the date of termination.

16.

The Subscriber will indemnify and hold harmless the Authority against any claim of a third party for damage to person or property at said Premises, which occurs as a result of fluctuation of pressure of the water line servicing said Subscriber.

17.

The Subscriber agrees to comply with the rules, regulations, resolutions and ordinances of the Authority and all amendments, additions and changes thereto.

18.

If the above described Premises are to be rented, leased or occupied by a person other than the owner, the land owner is responsible for any unpaid water bills. Change of service to any of the named person(s) in this contract will not be made until unpaid balances at this location are paid in full.

**SIGNATURE ON THE ACCOMPANYING FORM (WATER SUBSCRIPTION CONTRACT) IS VERIFICATION THAT THE WATER SERVICE SUBSCRIBER HAS RECEIVED AND READ A COPY OF THIS AGREEMENT.**