

NORTH LENOIR WATER CORPORATION
P.O. BOX 1579, KINSTON NC 28503-1579
WATER USER AGREEMENT

Date Paid _____ Activation Date _____ Account # _____

This agreement entered into and between the North Lenoir Water Corporation, a nonprofit corporation, hereinafter called the "Corporation," and the Corporation Member:

Member _____ Cust. Code _____ SS# _____ - _____ - _____

Other _____ Cust. Code _____ SS# _____ - _____ - _____

Service Address _____

Billing Address _____

Home# _____ Cell# _____ Work# _____ Alternate# _____

Buying/Own Renting From Whom _____ Phone # _____

Tap Fee _____ Service Chg. _____ App. Fee _____ Non-Refundable Mem. _____ Dep. _____

Easement YES NO Installation Date _____ Meter Size _____ Residential Commercial Ind.

Meter# _____ Beginning Reading _____ Date Billed _____

WITNESSETH:

Whereas, the Member desires to purchase water from the Corporation and to enter into a Water User 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 by the parties hereto as follows:

The Corporation shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force, and as hereafter amended, such quantity of water as a Member may desire in connection with the above described property.

One Membership Fee is required for each Member and each water service requires a Deposit. All services are classified under three (3) specific classifications, RESIDENTIAL, COMMERCIAL OR INDUSTRIAL. The definition for each classification is defined within the Rules and Regulations of the Corporation. The amount of the Deposit shall be determined by classification and/or credit check and the Water Rates shall be determined by classification. In the event that service to a Member is terminated either voluntarily by the Member, or by the Corporation for cause, the Membership, the tap-on fee, or any portion thereof, shall not be refunded. Deposits or any portion thereof shall be refunded only after final bills are settled.

The Member agrees to grant to the Corporation, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize any adjoining lands belonging to the Member for the purpose of ingress to, and egress from, the above described lands.

Customers paying for new taps in existing distribution areas shall be given a flag to designate where meter is to be located in the close proximity of the D.O.T. right-of-way line. The meter and adjoining service lines, at no time, can be obstructed by a parked vehicle, a fence, concrete, asphalt or any such object that would impede the Corporation's access to the facilities. In the event the meter or other facilities has to be relocated, due to circumstances beyond the Corporation's control the cost of the relocation will be bore by the Member.

The Member shall install and maintain at the member's sole expense, a service line which shall begin at the metered/valve and extend to the dwelling, or place of use. The service line shall connect with the distribution system of the Corporation provided the Corporation has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations of the Corporation, now in force and as hereafter duly amended. The Member also agrees to pay for water at such rates, time, and place as shall be determined by the Corporation, and agrees to the imposition of such penalties for noncompliance as are now set out in the Corporation's Bylaws and Rules and Regulations, and as hereafter duly amended.

The Corporation shall purchase and install in the meter box, a service line, a cutoff angle stop locking valve to be located on the road side of the meter, a water meter with MXU Transmitter and antenna, a backflow preventer, and a pressure regulator in high pressure areas where required, on each new service tap assembly. The Corporation shall purchase and install on the Customer side of the meter, a hand wheel gate valve for the customer to operate in emergencies and for maintenance on the Customer's piping. The Corporation shall have exclusive rights to repair and maintain such tap assemblies as listed. Any damage incurred to any part of the mentioned tap assembly, other than normal wear, shall be the responsibility of the Customer. The Customer shall be responsible for having the proper backflow apparatus installed on services classified as moderate to high risk services for potentially hazardous

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backflow issues. For existing services installed prior to NLWC's installation of hand wheel gate valves being included with the tap fee, the Customer shall be responsible for providing and maintaining cutoff valves on their side of the meter.

The Corporation shall have final authority in the location of the tap and of any service line connection to its distribution system and may shut off water to a Member who allows a connection to, or extension of, the Member's service line for the purpose of supplying water to another user unless approved by the Corporation. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members on equitable basis as determined by the Board of Directors, provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Members, the Corporation must first satisfy all of the needs of Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for lawn or garden purposes.

As to not create a cross connection between a private water source and NLWC lines, The Member agrees that no other present or future source of water will be connected to any waterlines served by the Corporation's waterlines and will, should it apply, disconnect from the Member's present water supply prior to connecting to and changing to the Corporation's system.

For new taps only, water charges will commence when plumbing connection is complete and water usage begins. After sixty days from the date water is made available to the Member, a minimum monthly charge will apply whether usage has begun or not. For new customers with existing taps, billing will begin when consumption is more than 1,000 gallons or begin two weeks after activation.

The failure of a customer to pay water bill or miscellaneous bill by the due date shall result in the following:

1. Water bills become subject to a late fee after 5:00pm on the 10th of the second month. A cut off notice is mailed to the customer and the customer is notified of a cutoff date. Customer must pay the total amount due by 5:00pm on the cutoff date to avoid disconnection. Any delinquent account after 5:00pm on the cutoff date shall be subject to the Corporation's current Reinstatement Fee or Reconnect Fee.
2. In the event it becomes necessary for the Corporation to shut off the water from the Member's property, a fee set by the Corporation in its rate schedule will be charged for a reconnection of the service.
3. Deposit updates will be required when deemed necessary by the Corporation.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20__ in duplicate of original.

ATTEST: Wade Davenport
(Secretary)

North Lenoir Water Corporation
Jimmy Barber (SEAL)
(President)

(SEAL)

ATTEST: _____
(Witness)

Water User _____ (SEAL)
(Member)

_____ (SEAL)
(Other)

