



CLAYTON COUNTY WATER AUTHORITY

Dear Customer:

Welcome to the Clayton County Water Authority. The employees of the Clayton County Water Authority are here to assist you with any problems or questions that may arise. This letter is to acquaint you with the bills you will receive from the Clayton County Water Authority.

Based on the Temporary Service plan that you have requested, we will unlock the meter for water service for up to and not to exceed seven (7) calendar days. The non-refundable service fees for the temporary service plan are as follows:

- \$50.00 non-refundable fee for Water only account
- \$60.00 non-refundable fee for Water/Sewer account

Included in these fees are trip charges to unlock and lock the meter at the premise, an administrative fee, as well as coverage for usage up to 2,000 gallons of water. Please note that usage over the 2,000 gallon maximum will be the responsibility of the person(s), firm or agent that has entered into the Temporary Service Agreement.

If your usage exceeds the 2,000 gallon maximum a bill for the overage will be sent for remittance. Twenty days after the bill date, a 10% late fee is charged for any unpaid balance.

The Clayton County Water Authority hours are from 8:00 a.m. to 5:00 p.m., Monday thru Friday. Payment locations are 1600 Battle Creek Road, Morrow, GA 30260 or 526 Forest Parkway, Suite A, Forest Park, GA 30297. Night deposits are available at both locations. Payment drop boxes are also located at our Freeman Road Plant at 1693 Freeman Road, Jonesboro, GA and the Riverdale City Hall at 6690 Church Street, Riverdale, GA.

We hope this information will help you understand the billing procedures of the Clayton County Water Authority. If you have any questions, you may contact our Customer Service Department at **770-961-2130**.



Clayton County Water Authority Request for Temporary Service Agreement

Applicant hereby applies for temporary water and/or sewer service at the service address listed below (the 'Property') with the Clayton County Water Authority (hereinafter 'CCWA'), and in consideration of such service being supplied by CCWA, Applicant agrees to adhere to the rules and regulations of CCWA now in force or which may hereafter be adopted. This includes all terms but is not limited to the Service Agreement where applicable. The terms of this Agreement may be modified by CCWA without specific notice to Applicant.

The potential owner or managing agent acknowledges that CCWA Temporary Service Agreement is an agreement to temporarily activate water service for up to and not to exceed seven (7) calendar days. All fees paid towards temporary activation are non-refundable. The applicant will be responsible for any water usage over 2,000 gallons that flow through the meter in the seven calendar day period that the service is activated. The meter will be unlocked only at the time of activation and remain unlocked for a period up to seven (7) calendar days. Any requests to extend the temporary activation period will be denied and applicant will be directed to apply for service with CCWA and place a deposit to start water/sewer service.

The applicant must read, sign and submit the "Service Agreement", along with this application and present the Utility Activation Form. Clayton County Water Authority will not be responsible for unpaid bills.

The following Fees are due at the time this agreement is signed:

- \$50.00 non-refundable fee for Water only account
- \$60.00 non-refundable fees for Water/Sewer account

Please note that any usage over the 2,000 gallon will be the responsibility of the person(s), firm or agent that has executed this agreement. Such services will be billed to the billing address listed below and will be due upon receipt. Failure to pay such usage fees will result in collection efforts as deemed necessary by CCWA.

Mailing Address:

Social Security Number/ Tax-Identification Number: _____

Home Phone Number: _____

Work Phone Number: _____

Do you presently have service in Clayton County? ____Yes ____No

Address(s) for Temporary Service Agreement:

By signing below the owner/and or managing agent acknowledges, understands, and agrees to the terms of the Temporary Service Agreement with the Clayton County Water Authority.

Name of Applicant as Owner/Managing Agent:

Signature of Applicant as Owner/Managing Agent:

Date: _____

Please retain a copy of this application for your records.

SERVICE AGREEMENT

1. Applicant hereby applies for water and/or sewer service at the service address listed on the reverse side (the 'Property') with the Clayton County Water Authority (hereinafter 'CCWA'), and in consideration of such service being supplied by CCWA, Applicant agrees to adhere to the rules and regulations of CCWA now in force or which may hereafter be adopted. The terms of this Agreement may be modified by CCWA without specific notice to Applicant.
2. At the signing of this Agreement, Applicant acknowledges that Applicant is responsible for payment of the billing on the meter for the Property until such time as Applicant notifies CCWA to discontinue service. Applicant agrees to pay any deposits required by CCWA. Failure to sign this Agreement does not relieve Applicant's responsibility to make timely payments at the rate established by CCWA; Applicant's acceptance of service from CCWA shall constitute Applicant's acceptance of the terms of this Agreement. Further, Applicant hereby grants access to CCWA and its agents, officers and employees to the Property for the purpose of repairing, installing, removing, checking, turning on and off, and reading the meter for the Property. Applicant also acknowledges that the meter box lid and all materials inside the meter box are CCWA property and shall remain so, and CCWA shall have the authority to control and regulate their use. Applicant hereby acknowledges that he/she/it is prohibited from connecting to any other water source while connected to and receiving service from CCWA, including but not limited to, wells located on the Property or any other water supply. Applicant is required to notify CCWA in writing of any such source present either now or in the future. It is Applicant's responsibility to install and maintain a pressure reducing valve on Applicant's plumbing line. During each meter installation, CCWA installs a backflow preventer. There is a potential for the Applicant to have a problem with thermal expansion from hot water in the water heater, and it is Applicant's responsibility to have the water heater inspected. Applicant is responsible for maintaining adequate insulation for the system to prevent freezing during the winter.
3. Applicant agrees that it will not tamper with, alter, bypass or modify the connection from the Authority's system to any device utilized by the Authority to meter and measure the water usage to the Applicants premises. In the event that the Authority discovers any circumstance whereby the Applicant has, or has allowed, a violation of this provision, the Authority shall immediately disconnect the premises from its System. In such circumstance, the applicant agrees, and shall be required, to pay: (1) any and all costs incurred by the Authority to disconnect the premises; (2) all water and sewer charges estimated by the Authority (using all available evidence, including historical service records) as being reasonably due to the Authority for water usage by the applicant during the existence of the condition (in no case shall the charge be less than one month's average historical normal service); and (3) if the applicant wishes to reestablish water and/or sewer service, both items (1) and (2) and a "meter tamper reconnection fee" of \$500 for single family detached residential customers and \$1,500 for all other customers.
4. The terms of this Agreement are designed to comply with Official Code of Georgia § 36-60-13, where applicable, and as such this Agreement does not constitute a debt or multi-year obligation on the part of CCWA. This Agreement shall terminate at the end of each calendar year and may automatically renew each calendar year unless service is discontinued by CCWA, or where the Applicant elects to discontinue service, upon one (1) business day notice to CCWA at 1600 Battle Creek Road, Morrow, Georgia 30260. A 'business day' shall be Monday through Friday between the hours of 8:00 a.m. until 5:00 p.m. and shall exclude holidays and CCWA emergencies.
5. If Applicant was receiving water and/or sewerage services before the date of adoption of the terms of this Agreement by CCWA, or subsequent to any subsequent amendment hereto, Applicant shall be considered to have agreed, acknowledged, sworn or affirmed to and accepted the terms of this Agreement, or any amendment hereof, by virtue of the continued use of CCWA services subsequent to such adoption or amendment. Such continued use of services shall constitute full acceptance of the terms herein or any amendment hereto, without further signature on any additional agreement. Notice shall be deemed sufficient when provided to Applicant by: (a) posting this Agreement, or any amendments thereof, on the CCWA website ; and (b) notice sent to Applicant's address as shown on this Agreement via insert in his/her/its water bill/invoice after the date of adoption. Further, CCWA may amend this Agreement from time to time at its sole discretion as it shall deem necessary. Amendments to this agreement shall be posted on the CCWA website and copies thereof sent to applicant's last known address via insert in his/her/its water bill/invoice after the date of adoption.
6. This Agreement may not be assigned by Applicant without written permission from CCWA. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of CCWA and its respective successors and, if applicable, assigns.
7. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character. If any provision of this Agreement, or any application of this Agreement to any person, entity or circumstance, shall be invalid as a matter of law, such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected by such invalidity, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
9. Applicant may be a corporation, partnership, person, business or other legal entity. Applicant acknowledges, swears or affirms, and represents that all information provided in this application/agreement is true and that Applicant has authority to legally bind themselves and any and all other entities that are receiving service under this agreement.
10. On occasion Applicant may be required to comply with operational requests of duly authorized CCWA representatives. Failure to comply with such requests shall be considered a material breach of this Agreement and shall be cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; and (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation.
11. Failure to pay all invoices in a timely manner shall be considered a material breach of this Agreement and cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation; and (e) any other remedies or actions deemed reasonable by CCWA and local, state or federal law. If Applicant has more than one account with CCWA, default on one account shall constitute a default on all accounts. In such event, failure to pay an invoice on one account shall be

considered a material breach of this agreement for all related accounts, and the remedies stated above, including termination of service for all related accounts, shall be available to CCWA.

12. Applicant acknowledges that a person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than One Thousand and 00/100 Dollars (\$1,000.00) or by imprisonment for not less than one nor more than five years, or both. Official Code of Georgia § 16-10-20.
13. Applicant agrees to indemnify, save and hold harmless, and defend CCWA, its officers, boards, agents and employees, from and against any liability for damages and for any liability or claims resulting from property damage, loss of business, or bodily injuries (including accidental death) which arise out of the provision of services or the failure to provide services hereunder, including but not limited to, reasonable attorneys' fees and court as well as other costs if such fees and costs are deemed necessary by CCWA.
14. Applicant understands that the Authority commences water service at the meter, and that distribution of water thereafter, and the consequences thereof, are the sole responsibility of the Applicant. The Authority recommends that the Applicant be present at the location whenever service is turned on, or restored after interruption, to prevent the possibility of internal/external damage. The Applicant understands that he/she assumes all responsibility for water damage on or to the Property (inclusive of the inside or the outside of the dwelling) once services commences. Applicant understands that, from time to time, water service may be interrupted by any number of causes, including but not limited to cancellation of service for nonpayment, temporary suspension of service for repairs, damage to Authority facilities, or Acts of God. Upon the initial application for service, and upon restoration of service after interruption, Applicant must insure that all the water sources (including, but not limited to, sinks, washing machines, bathtubs, showers ice maker lines, faucets/inside and outside and toilets) are off to avoid any water running and consequent damage to Applicant's property. If, upon initiation, or restoration of water service due to cancellation of service for nonpayment, your meter indicates water is running, service will not be initiated or restored; if an additional trip is required to initiate or restore service, then current service fee will be charged to Applicant's account. Applicant agrees to keep all water outlets on the Property turned off during such periods of interruption by whatever cause in order to prevent flooding should water service resume. Applicant understands and accepts that it is Applicant's responsibility to keep all water outlets turned off except at such times as Applicant is actually using water in accordance with applicable laws. In the event of flooding at Applicant's Property resulting from Applicant's failure to keep all water supplies turned off pursuant to this Paragraph or when not otherwise being used by Applicant, or in the event of any other damage to property or injury to any person as a result of the interruption of service, Applicant shall make no claim against the Authority as a result of such flooding, damage or injury, and Applicant hereby waives any such claim that Applicant may have against the Authority for any damages whatsoever, including but not limited to property damage, loss of business, personal injury and attorney fees, that may result from such flooding, or other damage or injury. Applicant accepts full responsibility and liability for any such flooding, or other damage or injury. Applicant shall indemnify and hold harmless CCWA from any costs, including but not limited to court costs and attorney fees that CCWA may incur as a result of any such claim made by Applicant in violation of this Paragraph.

I hereby acknowledge the warning contained in this paragraph and agree to either be present when my service is initiated or restored, or fully accept all consequences for damage if I am not present when water is supplied to my property.

_____/Date_____

15. In the event that Applicant or any agent of Applicant, or any tenant or occupant of the Property or agent of a tenant or occupant of the Property, requests CCWA to cut off or interrupt water service to the Property, Applicant agrees that CCWA may charge a reasonable fee for such service. By signing this Agreement or by continued use of service, Applicant hereby agrees that no further signature or additional agreement is needed for CCWA to cut off or terminate water service by request of the owner, property manager or someone with express permission of the owner or property manager. Applicant indemnifies and holds CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death to any person, loss of business, or damage to any property, when such injury or damage results in whole or in part from the cutting off or interrupting of the water supply to the Property due to a request. Applicant accepts and agrees to the terms of the CCWA Waiver and Indemnity Agreement Regarding Water Cut-Off Request as adopted by CCWA and as may be amended.
16. The Applicant hereby grants permission to CCWA and/or its affiliates to run a credit check and/or other identity verification by using any of the Applicant's personal information including but not limited social security number, current address or phone number.

By affixing my signature hereon I acknowledge receipt of a copy of the Clayton County Water Authority rules, regulations and policies as printed on my copy of this document.	
Print Applicant's Name:	Account Number:
Applicant's Signature:	Service Address:
Date:	Service Address 2:
Rev. 05-2011	City, State, ZIP:

CLAYTON COUNTY WATER AUTHORITY
IMPORTANT NOTICE

WAIVER AND INDEMNITY AGREEMENT
REGARDING WATER CUT OFF REQUEST

Customers of Clayton County Water Authority (CCWA) may request that service be cut off or terminated at their own property (“Property”) for emergency situations or when continued service may cause damage to persons or property. Customers of CCWA agree, by continued use of service, that all requests for water cut off or termination made to CCWA, shall be made by the Property owner or a person expressly authorized by the Property owner to make such requests. All Customers agree that CCWA may charge a reasonable fee, set by the CCWA, to terminate or cut off water service to a Property.

Customers who request interruption or cutting off of service agree to notify owners, all tenants and/or all occupants that the water supply will be cut off or interrupted. Customer agrees and understands that Customer is responsible for notifying such persons and will defend, indemnify, and hold CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, loss of business, or damage to any property, when such injury, loss, or damage results in whole or in part from the cutting off or interrupting of the water supply to the Property.

Customer understands and acknowledges that there are certain hazards, such as failure of fire sprinklers to operate, as well as unforeseen hazards that may occur upon termination of water services. Customer, who requests that CCWA terminate or cut off water service, agrees that he/she/it understands the risks or potential risks and accepts the full risk of all such hazards.

To the fullest extent permitted by law, Customer does hereby release, discharge and agree to hold harmless and indemnify CCWA, its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of CCWA, of, from and for any and all claims, including costs and expenses, by any person or entity against CCWA arising out of or by virtue of CCWA cutting off or interrupting the water supply to the Property. Indemnification of CCWA shall include, but not be limited to, any expenses, including but not limited to attorney fees and court costs, incurred by CCWA in the defense of any claim described herein or as a result of any breach by Customer of the terms of this Agreement.

CCWA shall not be liable for injury, loss, or damage resulting in whole or in part from the cutting off or interrupting of the water supply to the Property when such request is made by persons providing false information or misrepresenting themselves as owners, property managers or as persons otherwise with express permission from the owner or property manager.

Customer agrees and understands that continued acceptance of service constitutes a full and complete release of CCWA of any and all claims that Customer may now or hereafter have against CCWA arising out of, or in any way connected with CCWA cutting off or interrupting the water supply to the Property. Customer understands and acknowledges that this Agreement binds the Customer to the greatest extent allowed by law.

Customer understands and acknowledges that the terms of this Agreement apply to any and all present or future demands, actions, causes of action, liens of any kind, costs, expenses, debts, liabilities, judgments, sums of money, damages, or claims of any kind or character, that in any way relate to CCWA cutting off or interrupting the water supply to the Property, and that any owner, tenant or occupant of the Property may have against CCWA as well as its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of CCWA.

In the event of damages to the property of any third party or injury to the person of any third party while on or near the Property, Customer agrees to hold harmless and indemnify CCWA for any expenses and costs, including but not limited to attorney fees and other costs of defense, arising from any claim against CCWA as a result of the cutting off or interrupting of the water supply to the Property.



CCWA

Clayton County Water Authority
1600 Battle Creek Road
Morrow, GA 30260-4302
Phone: (770) 961-2130
Fax: (770) 960-5894

CREDIT CARD AUTHORIZATION FORM

CARD HOLDER INFORMATION

Company Name: (If Applicable)		Name on Card:	
Card Holder Billing Address:			
City:	State:	Zip:	
Telephone:	Email Address:		

PAYMENT AUTHORIZATION

Card Type: VISA MasterCard

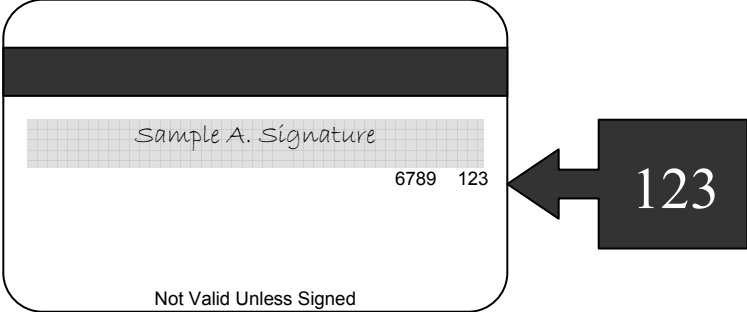
Account Number: _____

Expiration Date: _____

Card Identification Number: _____

Please reference the picture to the right for the location of this number on the back of your card.

(VISA & MasterCard: 3 digits on back)



Deposit Amounts & Policy:

For residential customers your deposit varies based on the services that the home receives from CCWA.

\$ 160.00 Homes with water and sewer service

\$ 80.00 Homes with water service only (septic tank)

\$ 3.95 Processing fee charged for all credit card purchases

For commercial, industrial and other types of customers, the deposit is calculated at an amount equal to the average monthly bills multiplied by two (2).

I wish to authorize the purchase of services from the Clayton County Water Authority using this Credit Card Authorization form. I agree that I will pay for the requested services plus the processing fee and indemnify and hold the Clayton County Water authority harmless against any liability pursuant to this authorization. I understand that my written signature or electronic signature on this form will serve as the authorized signature for the credit card transaction.

Directions: Please fill in all required information above, print this form and fax all four pages to the Clayton County Water Authority at (770) 960-5894, or mail to 1600 Battle creek Road, Morrow, GA 30260-4302.

CONFIDENTIAL

FAX COMPLETED FORMS TO (770) 960-5894

Print Name: _____	Signature: _____	Date: _____
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