

**MARCO RURAL WATER COMPANY  
WATER USERS AGREEMENT**

This agreement between **Marco Rural Water Co., Inc.** a non-profit corporation organized and existing under and by virtue of the laws of the state of South Carolina herein called the corporation and **Member's Name:** \_\_\_\_\_

A member hereinafter called the member desires to purchase water for Domestic, Business or other use from the corporation and to enter into a water users agreement as required by the by-laws of the Corporation. 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 limitations herein provided for such quantity of water at the members property at: \_\_\_\_\_

\_\_\_\_\_. Provided however, the corporation reserves the right to refuse to provide water to any member at any location when the corporation determines that it is not feasible to provide a member at an undesirable location, all monies deposited by member upon execution of this agreement shall be refunded in the event that the corporation determines that water cannot be provided to this member at the proposed location. The member shall install and maintain at his own expense a service line from the meter to his dwelling or facility to be served. The members service line shall connect with the distribution system at the nearest place of desired use by the member, provided that the corporation has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point. The member shall pay for water at such rates, times, place as shall be determined by the **Board of Directors**. 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 Marco's system. Marco has the right to make inspections to enforce these provisions. Violation shall be grounds for disconnection of the service.

The corporation shall install a meter box and meter at each service. Each meter box and meter shall be installed on S.C. state or county right-of-way. The corporation shall have exclusive rights to use each meter box to turn it on or off. The corporation may refuse service to any member who tampers with a meter box or meter. The corporation shall have final jurisdiction in any question of location of the meter box connected to it's system. The corporation shall determine the allocation of water to members in the event of a water shortage, and may shut off water to a member who allows a connection or extension from his service line to supply water to a user. The failure of a member to pay water charges imposed by the due date shall result in the following:

A: Non-payment of bill by **5:00 PM** on the **15th** of the month following billing date shall be subject to a **\$15.00** late charge which will be added to the bill and must be paid to avoid termination of service. As of the **16th**, all unpaid water or sewer accounts will be disconnected, adding a **\$25.00 SERVICE CHARGE**. This must be paid to be reconnected. If account is disconnected for **NON-PAY** all reconnection requests after **4:00 P.M.** will be charged an additional **\$25.00 SERVICE CHARGE**.

Membership may be cancelled and/or service disconnected for any violation of any rule, regulation or condition of service and especially for any of the following:

- A: Misrepresentation in application as to the property or facilities to be supplied or use to be made of the service.
- B: Tampering with main lines or valves or permitting such tampering by others.
- C: Connection or cross connections from the members service line to facilities not covered by this agreement.

**The corporation shall not be responsible for damage to Hot Water Heaters if it becomes necessary to discontinue service due to non-payment or in the event of a line break or leak. Marco shall not be responsible for any damage to any dwelling when water is turned on.**

**By signing this agreement, I hereby agree to pay the current monthly minimum water rate at such time water is available for my use, if or if not I connect to the Marco Water System.**

**IN WITNESS WHERE OF:** We have here unto executed this agreement this the \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

**Signed by MEMBER:** \_\_\_\_\_