



Application for Service

Customer# _____

Date ___/___/___

Activation of Service Requirements:

1. Copy of customer’s Government issued current valid photo ID (example Driver’s License)
2. Property Deed or Signed Leased Agreement with Landlord’s Name and Phone Number
3. Deposit (\$125.00)
4. Connect Fee (\$30.00) **non-refundable**

Name: _____

Service Address _____

Billing Address _____

Street

City

State/Zip

Home Phone: _____ Cell Phone: _____

Driver License # _____ Soc. Sec. # _____

Do you want E-Billing? () Yes () No

E-Mail Address: _____

Own () or Rent () Landlord Name: _____

PLEASE READ AND ACCEPT BY SIGNING BELOW: I hereby accept full responsibility for this account, and am aware that I am fully responsible for any amounts due on said account effective this date and until such time as I close the account. If I have multiple accounts, I understand all accounts must be in good standing. To avoid disconnection of all services.

Signature

Date

THIS AGREEMENT between the Peterson Water System, a non-profit association, to be organized as a non-profit public corporation under and by virtues of the of the laws of the State of Alabama, particularly Title 10, Article 9, Section 168, hereinafter called the Association, and the undersigned water user, hereinafter called the Water User.

WITNESS: That, whereas, the Water User desires to purchase water for domestic, commercial, agricultural, industrial or other uses, from the Association and to enter into a Water Users Agreement as required by the By-Laws of the Association.

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

- 1) The Association shall furnish, subject to the limitations as provided for the By-Laws, Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with his occupancy of property located in the Peterson Community of Tuscaloosa, County, Alabama.
- 2) The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Association at his property line and extend the dwelling and other portions of his premises.
- 3) The Water User's service line shall connect with the distribution system of the Association at the place designated by the association, provided the Association has determined in advance that the Association's water system is of sufficient capacity to permit delivery of water to that point.
- 4) The Water User shall pay for such water at such rates, time and place as shall be determined by the Association.
- 5) The Association shall purchase and install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such cut-off valve shall be installed either off the Water User's premises, or upon the Water User's property, within three (3) feet of the property line. The Association shall have exclusive right to use such cut-off valve and water meter and to turn it on and off. The Association shall have exclusive rights to check for multiple usage of water service.
- 6) The Association shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water-to-Water Users in the event of a water shortage.
- 7) The Association may shut off the water of a Water User who allows connection or extension to be made to his service line for the purpose of supplying water to another user.
- 8) The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - a. Nonpayment within ten (10) days from due date will be subject to a penalty of ten (10%) percent of the delinquent account.
 - b. Nonpayment by the 19th of month will result in the water being shut off from the Water User's property.
- 9) In the event it becomes necessary for the Association to shut off the water from a Water User's property for violation of the Rules and Regulations, a fee will be charged for a re-connection of the service.
- 10) It is further understood and agreed that this agreement may be transferred and assigned to the non-profit public corporation when the same is organized and duly chartered by law and succeeds to the interests of this Association.

The foregoing notwithstanding, the Association reserves the right to make or amend the By-Laws or the Rules and Regulations of the System from time to time, and the Water User agrees to abide y such changes upon notice thereof.

Receipt of \$125.00 is hereby acknowledged by the Association. In the event that for any reason the Association does not establish and maintain a water system, any sums not expended in investigating the water sources or for other miscellaneous expenses will be refunded to the Water Users pro rata.

The user understands that a refundable security deposit of \$ 125.00 will be collected upon connection of service, which said \$125.00 shall be applicable to any unpaid balance owed by the user to the Association for water service rendered and not paid for, Date this _____ day of _____, 20_____.

Water User

By _____
PETERSON WATER SYSTEM Duly Authorized Agent

ARTICLE V
MEMBERSHIP

Section 1. The holders of membership certificates of this corporation are its members. Any person having reasonable accessibility to the source of, and who is in need of services provided by the water system or other services operated by the corporation and who receives the approval of the Board of Directors may be admitted to membership upon subscribing for or otherwise acquiring a membership certificate and by signing such agreements for the purchase of water as may be provided and required by the corporation; provided, that no person otherwise eligible shall be permitted to subscribe for or acquire a membership in the corporation if the capacity of the corporation's water system is exhausted by the needs of its existing members. There shall be no membership fee as such.

Section 2. Each connection for the service rendered by the corporation shall entitle the subscriber for such connection to one membership certificate.

Section 3. At any meeting of the members of the corporation, each member shall be entitled to one vote only regardless of the number of certificates of membership held, provided the member is in good standing for all certificates held.

Section 4. In case of the death of a member, or if member ceases to be eligible for membership, or if a member willfully fails to comply with the by-laws of the rules and regulations of the corporation, the Board of Directors may terminate his membership by resolution of the Board. Any member whose membership is terminated, for cause, other than ceasing to be eligible, may appeal the action of the Board of Directors to the members at their next regular or special meeting.

Signature: _____

Date: _____