

**STATE OF ALABAMA
COUNTY OF SHELBY**

CERTIFICATE OF MEMBERSHIP/WATER USERS AGREEMENT

THIS AGREEMENT between the Sterrett-Vandiver Water System, Inc., a public corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the corporation, and the undersigned water user, hereinafter called the Water User.

WITNESSTH: That, whereas, the Water User desires to purchase water for domestic, commercial, agriculture, industrial or other uses, from the Corporation and to enter into a Water User's Agreement as required by the By-Laws of the Corporation.

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

1. The Corporation shall furnish, subject to the limitations as provided for in the By-Laws, Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection with is occupancy of property located in Sterrett-Vandiver, Alabama, area.
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Corporation at his property line and extend to the dwelling and other portions of his premises.
3. The Water User's service line shall connect with the distribution system of the Corporation at the place designated by the Corporation, provided the Corporation has determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point.
4. The Water User shall pay for such water as such rates, time and place as shall be determined by the Corporation.
5. The Corporation 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 Corporation shall have exclusive right to use such cut-off valve and water meter and to turn on and off.
6. The Corporation 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 User in the event of a water shortage.
7. The Corporation may shut off the water of a Water User who allows a 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 automation imposition of the following penalties:

A. Nonpayment within twenty (20) days from the bill date will be subject to a penalty of (10%) percent of the delinquent account.

B. Nonpayment within forty (40) days from the bill date will result in the water being shut off from the Water User's property.

C. Nonpayment for sixty (60) days after original due date will allow the Corporation, in addition to all other rights and remedies, to terminate membership, and in such event, the Water User shall not be entitled to receive, nor the Corporation obligated to supply, any water under this agreement.

9. In the event it becomes necessary for the Corporation to shut off water from a Water User's property for violation of the Rules and Regulations, a fee will be charged for a reconnection of the service.

10. The undersigned agrees to be liable for, pay, or reimburse the Corporation for all cost and expenses, including, but not limited to collections fees, and or attorney's fees, incurred by the Company in collection or attempting to collect any sum due by the undersigned to the Company for water and/or otherwise, and I waive all my rights of exemption as to personal property under the constitution and laws of the State of Alabama, or any other state.

The foregoing notwithstanding, the Corporation 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 by such changes upon notice thereof.

STERRETT-VANDIVER WATER SYSTEM, INC.
P. O. BOX 220
STERRETT, ALABAMA 35147

Water User/Customer Signature

Chairperson

Account Number

Dated this _____ day of _____, 20____.