

**JACKSON COUNTY WATER & SEWERAGE AUTHORITY  
WATER SERVICE ACCOUNT AGREEMENT  
(Commercial/Industrial Water Service)**

**STATE OF GEORGIA, JACKSON COUNTY**

THIS AGREEMENT, made and entered into between the Jackson County Water and Sewerage Authority (hereinafter called the "Authority") and water customer ("Subscriber").

WHEREAS, the Subscriber desires to be provided water service to the property that the Subscriber occupies at:

\_\_\_\_\_

\_\_\_\_\_ ("Premises");

WHEREAS, the Subscriber paid to the Authority all funds required by the Authority for the construction and installation of water to service said Premises; and

WHEREAS, the Subscriber agrees to comply with the rules, ordinances, and regulations of the Authority and Board of Commissioners of Jackson County ("County") which are in existence as of the date of the execution of this agreement and further agrees to comply with any changes, amendments or alterations made to said rules, ordinances and regulations by the Authority and/or the County from time to time; and

WHEREAS, the Authority desires to provide water service to said Subscriber as long as the Subscriber complies with the terms of this agreement and the rules, ordinances and regulations of the Authority and County:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER STATED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.

The Subscriber has paid the Authority a non-refundable administrative fee of \$40.00 and the water connection fee at the current rate in order to serve the Subscriber's Premises. Meter and all appurtenances thereto shall remain the property of the Authority. Subscriber must allow at least four (4) weeks for Authority to install a water meter after the required building permit has been put in place on the premises and submitted to the customer service office (in the instance of new construction) Every effort will be made to install a meter as soon as possible but there is no guarantee when such meter will be installed. Any tampering (to include opening, damaging, destroying or otherwise handling of the meter or meter box without Authority permission) with the water meter shall result in a \$250.00 tampering charge being levied against the Subscriber's bill for the first occurrence.

2(a).

Along with the non-refundable water connection fee and administrative fee paid pursuant to Paragraph 1, upon execution of this Agreement, the Subscriber agrees to pay to the Authority a Security Deposit for the water meter as described in paragraph 2(b). The Subscriber shall be entitled to a full refund of the Security Deposit, but only after ~~twenty~~twenty-four (24) months of good payment history. Definition of good payment history is available in the JCWSA Security Deposit Credit Policy. Refunds shall be implemented in the form of credit on the Subscriber's water bill(s). Otherwise the Security Deposit shall be held by the Authority until such time as the water meter at the Premises is removed or the account is closed, at which time the Security Deposit will be refunded to the Subscriber, less any repair costs for damage to the water meter, and less any outstanding fees, payments, or other costs owed by the Subscriber to the Authority. No security deposit held by the Authority will earn interest payable to the Subscriber.

2(b).

It is the policy of the Authority that the amount of the Security Deposit is charged according to the fee schedule in place at the time of application and published in the JCWSA Water/Sewer Service Policies and Schedule of Fees.

3.

Subscriber shall promptly pay on a monthly basis (1) a minimum monthly water charge assessed by the Authority; (2) any water registered by the meter serving the Premises that is in excess of the monthly minimum charge at the rate or rates set by the Authority from time to time which shall include water used, water wasted or water leaked, if applicable.

4.

Said bill shall be paid by the due date included on the bill each month. In the event that the charge and any penalties assessed thereon are not paid by the due date, the Authority shall have the right to commence collection procedures to terminate water service according to the Authority's Rules, Regulations and Ordinances in effect as of the due date. All charges must be paid by the due date regardless of whether Subscriber receives a bill in order to avoid termination of water service.

5.

If the Subscriber is applying for water service to a service address already served by the Authority, the Subscriber shall pay an administrative charge and any deposit required according to the policies in place at the time of application.

6.

If water service is discontinued for non-payment of a charge, the Authority will not resume water services to the Subscriber until the charge and all penalties have been paid in full, and a \$50.00 non-refundable re-service fee, and a \$200.00 Security Deposit has been paid to the Authority by the

Subscriber. In the event a water meter or meter box is secured with a locking device by the Authority and such lock is opened, broken or compromised in any way without the consent of the Authority, there will be a \$250.00 tampering charge in addition to any other charges necessary assessed to the Subscriber's next water bill. Upon the second occurrence of any such opening, breaking, tampering with, or destroying of a water meter or meter box locked by the Authority, the tampering charge shall increase to \$500.00 and the water meter will be removed. This \$500.00 tampering charge must be paid in full within 10 days in order to have the water meter re-installed and service restored.

Failure to do so will result in the Subscriber's account being closed, with any subsequent applications for water service at the Premises being considered as new applications with all fees attendant thereto.

In any instance in which the above described tampering includes theft of water service, it is the policy of the Authority to refer such theft to the appropriate law enforcement agency for criminal prosecution. This referral is in addition to any procedures and remedies available to the Authority as stated in this Agreement or Authority policy.

7.

Subscriber shall have five (5) days before the due date stated on the bill received to detect and notify the Authority in writing of any errors in the Subscriber's bill. Said notice must be made on the JCWSA Billing Dispute form and the notice of error will be adjudicated pursuant to the Authority's billing dispute process. Failure to notify the Authority by the date due of said bill will result in waiver of any right or claim for refunds or credits.

8.

Meters will be tested (a) at the request of the Subscriber or (b) in the event of a billing dispute as described in Section 7. The Subscriber shall be assessed a meter test fee of \$50.00 to offset the costs of said testing for a ¾" meter. Any fees associated with a test conducted on a meter 2" or larger shall be charged to the customer in the event of a billing dispute.

9.

The Subscriber shall install and maintain at his/her expense a service cut-off valve on the Subscriber's side of the meter. It is required by the Authority that the Subscriber take whatever steps are necessary (i.e. installing a pressure reducing valve) to prevent pressure fluctuation. Subscriber agrees that he/she will not hold the Authority responsible and will hold the Authority harmless from any liability, loss, personal injury, or property damage resulting from fluctuation in pressure and resulting from the Subscriber's failure to take the necessary steps to address the pressure fluctuation.

10.

Subscriber grants to the Authority, its agents and employees, the right of ingress, and egress over, across, under and through Premises for any reason related to the use, maintenance, repair or otherwise of the Authority's water facilities.

11.

The Subscriber shall have the right to use said water for one (1) commercial site/industrial site only and any of its out buildings, located on the property of the Subscriber, unless written permission is obtained from the Authority's Board. Subscriber shall not, without the prior written consent of the Board, allow anyone to tap on to said water service line for the purpose of supplying water to another user. Violation of this paragraph of this agreement will result in immediate termination of service.

12.

The Subscriber agrees that no other present or future source of water will be connected to any water line being serviced by the Authority's water lines and the Subscriber will "physically" disconnect from any present water supply system prior to the Authority's system. The Subscriber will be required to maintain an air gap separation between any lines holding water from any other source other than water supplied by the Authority. The Authority Manager or his designee may determine whether the Subscriber's Premises shall be required to conform to all the requirements of the Authority's cross-connection control program. This determination shall be at the sole discretion of the Authority Manager or his designee

13.

Upon consideration of the Authority providing water service to the Subscriber, the Subscriber hereby releases, covenants not to sue, and hereby discharges the Authority from any damage to person or property that the Subscriber may suffer as a result of the Subscriber's negligence, temporary, complete or partial interruption of water service that occurs as a result of the Subscriber's negligence, temporary complete or partial interruption of water service that occurs as a result of the seasonal water supply, expansion, repair or maintenance of lines and facilities or conditions beyond the control of the Authority.

14.

The Authority reserves the right to determine the allocation of water to Subscriber in the event of water shortage, and the Authority reserves the right to discontinue its services without notice for the following reasons:

1. To prevent fraud or abuse.
2. Subscriber's willful disregard of Authority's rules.
3. Emergency repairs.
4. Insufficient water supply due to circumstances beyond Authority's control.
5. Legal processes.
6. Direction of regulatory authorities.
7. Strike, riot, flood, unavoidable accident, actions of others, or acts of God.

The Authority further reserves the right to terminate the service granted herein for reasons other than those set forth above by giving the Subscriber at least ten (10) days written notice prior to the date of termination.

15.

The Subscriber will indemnify and hold harmless the Authority against any claim of a third party for damage to person or property at said Premises, which occurs as a result of fluctuation of pressure of the water line servicing said Subscriber.

16.

The Subscriber agrees to comply with the rules, regulations, resolutions and ordinances of the Authority and all amendments, additions and changes thereto.

17.

Where the Subscriber is not the owner of the Premises, the Subscriber and the Authority agree that:

1. Prior to the execution of this Agreement, the owner of the Premises must execute a Water Service Account Agreement with the Authority, which Water Service Account Agreement shall remain in force during the term of the present Agreement with Subscriber;
2. Upon his/her execution of this Agreement, the Subscriber will be primarily responsible for any unpaid water bills or fees incurred during his occupancy of the Premises. The Water Service Account Agreement between the Authority and the owner of the Premises will remain in effect, but will not be billed for any water usage or associated fees while the Premises are occupied by the Subscriber;
3. Upon notification that the Subscriber no longer occupies the Premises, Water Service Account Agreement with the owner of the Premises shall become the primary Water Service Account Agreement governing the provision of water service to the Premises. Notification that the Subscriber has vacated the Premises must be provided by either the Subscriber or the Premises owner.
4. At the time of the Subscriber's execution of this Agreement, the owner of the Premises will execute an acknowledgement of this Agreement (in form satisfactory to the Authority) and of his/her continuing responsibility under the Water Service Account Agreement between the owner and the Authority.

By his/her below signature, the undersigned acknowledges that (1) he/she is the owner of the Premises, or has the authority to execute this agreement (2) the Subscriber has executed the present Water Service Account Agreement with the Authority, and (3) his/her continuing responsibility under the Water Service Account Agreement between the owner and the Jackson County Water & Sewerage Authority.

---

Subscriber Name:

\_\_\_\_\_  
LAST FIRST MIDDLE INITIAL

Service Address:

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY STATE ZIP

Mailing Address:

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY STATE ZIP

Company Representative (for inquiry on account): \_\_\_\_\_

Office Phone# \_\_\_\_\_

Fax #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Owner's Name: \_\_\_\_\_

I have received a copy of the Water Service Accounts Agreement on file at the Authority's offices which is incorporated herein by reference and made a part of this Contract. In consideration of receiving water service I hereby agree to all terms and conditions set forth in said Water Service Accounts Agreement. I understand that the Authority is relying on accuracy and completeness of information given by me in connection with this Application for water service. I authorize the Authority to apply for and receive credit information, and I also know that my deposit will be based on previous credit history. Executed under hand and seal the date set forth below.

**DATE:** \_\_\_\_\_

**WATER (SEWER) SUBSCRIBER'S SIGNATURE (Authorized Representative)**

Office Information Only:

Account # \_\_\_\_\_ Location # \_\_\_\_\_ Start Up Date: \_\_\_\_\_

Taken By: \_\_\_\_\_ Project# \_\_\_\_\_

Sewer Connection Fee\$ \_\_\_\_\_ Sewer ERU's: \_\_\_\_\_

WaterConnectionFee\$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Administrative Fee \$: \_\_\_\_\_ Total\$: \_\_\_\_\_