

**NICHOLSON WATER AUTHORITY**  
175 LAKEVIEW DRIVE / P O BOX 99 NICHOLSON, GA 30565  
**WATER SERVICE CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the NICHOLSON WATER AUTHORITY (hereinafter called Authority) and \_\_\_\_\_ (hereinafter called Subscriber) WHEREAS, the Subscriber desires to be provided water service to the property at (Service Address) \_\_\_\_\_

Mailing address \_\_\_\_\_  
Soc Sec # \_\_\_\_\_ Home Ph: \_\_\_\_\_ Other Ph: \_\_\_\_\_

WHEREAS, the Subscriber agrees to comply with the rules, ordinances and regulations of the Authority 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 after the date hereof; 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:

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 to the Authority the sum of \$ \_\_\_\_\_ which is a non-refundable fee for the installation of a water meter to serve the above described property. Said meter and all appurtenances thereto shall remain the property of the Authority.
2. The Subscriber / Renter, if not purchasing a meter service will pay \$ \_\_\_\_\_, as a Security Deposit to be handled in accordance with the laws of the State of Georgia. Service will be turned on within 48 hours of Deposit payment. Deposit will be credited to Subscriber's account after 12 consecutive months of all payments being paid by the 15<sup>th</sup> of each month with no returned checks, otherwise Security Deposit will be refunded when or if the Subscriber vacates the residence.
3. Subscriber shall pay promptly on a monthly bases: (1) a minimum monthly water bill as assessed by the Authority (if service is active or inactive); (2) any water registered by the meter serving said property that is in excess of the minimum monthly bill at the rate or rates set by the Authority from time to time which shall include water used, water wasted or leakage if applicable.
4. Said bill shall be paid by the 15<sup>th</sup> of each month, or within fifteen (15) days from the date of said bill. In the event that the bill and any penalties assessed thereon are not paid within thirty (30) days from the date of said bill, the Authority shall have the right to commence procedures to terminate water service according to the Water Ordinance in effect as of the date that the bill becomes due.
5. If water service is discontinued for non-payment of a bill, the Authority will not resume water services to the Subscriber until the bill and all penalties have been paid in full, including a \$35.00 non-refundable re-service fee. Should the Subscriber tamper with the meter to restore their own service a \$75.00 non-refundable tampering fee shall be paid to the Authority in addition to aforementioned charges before service will be restored. (Service will be restored within 24 hours of payment).
6. The Subscriber shall install and maintain at his own expense a service line cut-off valve on the Subscriber's side of the meter. It is recommended by the Authority that the Subscriber take whatever steps are necessary (i.e., installing a pressure reducing valve, as the Authority's water pressure fluctuates from time to time). Subscriber agrees that he will not hold the Authority responsible and will hold the Authority harmless from any liability, loss, damage, 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.
7. Subscriber grants to the Authority, its agents, and employees, the right of ingress and egress over, across, under, and through said property for any reason related to the use, maintenance repair or otherwise of the Authority's water facilities.
8. The Subscriber shall have the right to use said water for one household (commercial site) (industrial site) only and its outbuildings located on the property of the Subscriber. Subscriber shall not, without the prior written consent of the Authority's representative, allow anyone to connect or tap on to said water service line for the purpose of supplying water to another user. Violation of this paragraph of the agreement will result in immediate termination of service.
9. 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 between any lines holding water from any other source other than water supplies by the Authority.
10. In 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 seasonal water supply, expansion, repair, maintenance of lines and facilities, or conditions beyond the control of the Authority.
11. 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. Insufficiency of water supply due to circumstances beyond Authority's control.
  5. Legal processes.
  6. Direction of public authorities.
  7. Strike, riot, fire, flood, unavoidable accident, or actions of others.
  8. Failure to pay monthly bill.
12. A service charge of 10% per month will be added to all overdue accounts. Subscriber shall be liable for all legal and collection fees.

Approved by: \_\_\_\_\_ Subscriber \_\_\_\_\_ Date \_\_\_\_\_