

CRAVEN COUNTY WATER AGREEMENT

This agreement made and entered into between the Craven County Water and Sewer Department, a municipal corporation, Party of the First Part, herein referred to as "Department" and _____, whose address is _____, Party of the Second Part, herein referred to as "The Applicant.

FOR AND IN CONSIDERATION of the sum of fees rendered each of the parties agrees as follows:

1. The Department agrees to consider furnishing water service to the applicant at the above address subject to the terms below and the Departments Rules and Regulations, as adopted or amended from time to time.
2. The Department agrees, in addition thereto, at all times to use reasonable diligence to provide continuous water service, and shall not be liable to the customer for failure or interruption of continuous water service. The Department further agrees to maintain and service all of the Department's equipment located on the Applicant's property including, but not limited to repairing, cleaning and replacing.
3. The Applicant agrees to pay the current rates for such services and understands that rates for service are subject to change from time to time and agrees to pay such future rates for service as shall be adopted by the Department.
4. The Applicant agrees that in the event any monthly payment shall be defaulted for fifty (50) days after the billing date, the Department may cease to furnish such services and may refuse to resume service until all sums due the Department by the Applicant shall have been paid. The Applicant agrees to pay the cost of reconnecting services that have been disconnected because of nonpayment, and reconnecting fees shall be charged at the rate assessed by the Department from time to time.
5. The Applicant agrees to deposit with the Department for water service the sum of Fifty Dollars (\$50.00) upon execution of this agreement, and the Department acknowledges receipt of said Fifty Dollars (\$50.00) for water services upon its executing this agreement. The sum is to be held by the Department as a user deposit.
6. The Department agrees to refund said deposit by means of a credit on the Applicant's account, provided the applicant has incurred no late payment penalties in any given continuous 24 month period. Should said deposit be on file at the time service is discontinued the Applicant hereby authorizes the Department to deduct from said deposit any sum of money which the Applicant owes the Department for any services rendered by said Department. The Department agrees to refund to the Applicant any balance exceeding Two Dollars (\$2.00) of the deposit as shall not have been applied to any sums due to the Department by the Applicant.
7. For all new construction the applicant warrants that said water mains, pipes, and related equipment, hereby conveyed, are free and clear of any and all defects of workmanship or materials. Should any such defects develop within one (1) year of the date of this agreement the Applicant shall bear all costs of correcting said defects.
8. The Applicant agrees and understands that nothing herein, including the payment of the Fifty Dollars (\$50.00) water user deposit and other fees assessed, shall in any way obligate the Department to provide water service to the premises of the Applicant. In the event that the Department shall for any reason not furnish the Applicant with water service, the Department shall release and refund any deposit/fees to the Applicant.
9. The Applicant agrees and does grant the Department the right of access, ingress and egress upon the premises of the Applicant for the purpose of installing, maintaining and operating, inspecting, monitoring, rehabilitating and replacing or removing the Department's equipment and for other purposes incidental to maintaining the water system upon the Applicant's property and in going upon said premises of the Applicant, neither the Department nor any of its agents or employees shall be liable for trespassing.
10. The Applicant agrees to maintain all water lines and facilities belonging to the Applicant.

DONE THIS _____ DAY OF _____,

BY: _____
APPLICANT

BY: _____
DEPARTMENT REPRESENTATIVE