



P.O. Box 727 • Smiths Station • AL • 36877
334-298-6342 • 800-298-6342 • Fax: 334-298-6412
info@smithswater.com • www.smithswater.com

WATER USER AGREEMENT

THIS AGREEMENT, between SMITHS WATER AND SEWER AUTHORITY organized and existing by virtue of the laws of the State of Alabama, hereinafter called the "Corporation", and

(Account Holder's Name) _____ a user of the Corporation hereinafter called the "User". Whereas, the user desires to purchase water for domestic, commercial, agricultural, industrial or other uses from the Corporation and to enter into a water 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: The Corporation shall furnish, subject to limitations as provided in the By-Laws, Service Rules and Regulations as hereinafter provided for, such quantity of water as the user may desire in connection with his occupancy of the property located at:

(Service Address for account) _____
in the SMITHS WATER AND SEWER AUTHORITY area of Lee County, Alabama.

The User shall install and maintain at his own expense a cut-off valve, an approved dual check back flow preventer, and a service line which shall begin at a point designated by the Corporation as his property line and the dwelling and other portions of his premises. "See Customer Rules".

The 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 is of sufficient capacity to permit delivery of water to that point.

The User shall pay for such water at such rates, time and place as determined by the Corporation.

The Corporation shall install a cut-off valve and a water meter, in each service, provided use of water is immediately desired. Such cut-off valve and meter shall be installed on the right of way. The Corporation shall have the exclusive right to use such cut-off valve and meter to turn it on and off.

The Corporation shall make the final determination in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; may shut off the water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. "See Customer Rules".

The failure of a User to pay water charged duly imposed shall result in automatic imposition of the following penalties:

- A. Non-payment within ten (10) days from the due date will result in a late fee of an amount equal to fifteen (15) percent of the amount of the delinquent account.
- B. Non-payment within twenty-five (25) days from the due date may result in the water being shut off from the User's property until all charges owed to the Corporation have been paid in full.
- C. Non-payment for forty-five (45) days after the original due date will allow the Corporation to shut off the water from the User's property for violation of the Rules and Regulations. At this time, the account will be closed for non-payment. A double set-up fee will be required and all charges owed to the Corporation must be paid in full before service will be restored.
- D. 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 User agrees to abide by such changes upon notice thereof.

The User understands that a non-refundable set-up fee will be collected at the time of account establishment.

IN WITNESS WHEREOF, we have hereunto executed the agreement this _____ day of _____, _____

User Signature: _____ **Account No.:** _____

Authorized Agent/ Notary Public Signature: _____



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PRIVACY POLICY

Information on customer accounts is available only to authorized personnel of Smiths Water and Sewer Authority and to account owner. The owner is the person who has signed a Users Agreement with Smiths Water and Sewer Authority. If an owner desires to have an additional person, with whom the Authority may discuss the account, added to the account the owner must provide the Authority with said person’s social security number for verification purposes. The only exception will be a valid power of attorney document which may be presented on behalf of the account owner. Persons who cannot verify authorization will not be given information on an individual’s account, regardless of relationship to the account owner. Information requested by Smiths Water and Sewer Authority is used only for purposes of conducting business with the party from whom the information was requested. This information is kept in the strictest confidence and is not used in any way other than the sale of water / sewer services and the collection of revenues for said sale.

AFFIDAVIT OF SINGLE USE

I understand that I am applying for water / sewer service from Smiths Water and Sewer Authority and that this request is for single customer use only. I further understand that only one dwelling / business will use the meter applied for and that if I connect any other water line to the existing line for use by anyone other than the original dwelling / business, my water service will be terminated immediately with no recourse. **Please read and initial each line below:**

_____ Do you have an existing account that you need to close? No _____ Yes _____ Date _____

_____ Office Hours 8:30 to 5:00 eastern standard time

_____ Methods of payment – Cash / Check / Money Order / Visa / Master / Discover / American Express / Night Drop

_____ Payment Portal - ACH / Web Pay / Text to Pay

_____ A Returned Item fee will be charged on any item returned up to full amount allowed by law.

_____ Bill Due Date

_____ 15% Late fee will be charged 10 days after due date

_____ \$50 delinquent fee if past due for more than 25 days

_____ Vacant – I understand that I will have to turn the hand-valve on myself once the lock has been removed by Smiths Water and Sewer Authority

_____ I understand that I have access to my account balance 24 hours a day by calling 1-855-871-9883

_____ I have been given a copy of the Rules & Regulations

_____ Service Call: \$55 per call

_____ **\$100.00 Non-refundable set up fee is not a deposit**

_____ I understand and agree with the items that have been explained to me today.

Customer Signature: _____

Employee Initials: _____