

## TERMS AND CONDITIONS OF SERVICE

The purpose of this document is to augment the water and sewer service agreements that are typically signed with developers when a new water system is built. This document is an agreement between Water Utility Management, LLC, (hereinafter the UTILITY) and its customers, be they developers, builders, homeowners, renters, corporations, or individuals (hereinafter called CUSTOMER). By applying-for and accepting water service, the CUSTOMER agrees to these terms and conditions of service. New customers will also be required to present a signed copy of this document to begin new water service.

UTILITY reserves the unrestricted right to determine fees, charges, and rates for water and sewer service, including penalty fees, tap fees, impact fees, and availability fees. UTILITY may interrupt or deny water and/or sewer service to a CUSTOMER for a failure to pay any amount owed, or for any other reason as deemed necessary by the UTILITY.

### WATER CUSTOMERS

UTILITY shall have the unrestricted right to interrupt service to a CUSTOMER for any reason, including nonpayment, emergency repairs, scheduled maintenance, etc. The CUSTOMER pays in arrears, so the UTILITY has already provided the service before the customer has paid for it. Therefore the UTILITY may interrupt service at any time. CUSTOMER shall not hold UTILITY liable for any damage caused to plumbing, dwellings, clothing, appliances, or any other property due to service interruption.

CUSTOMER shall be responsible for the payment of all fees and charges associated with water and sewer service to their property. CUSTOMER shall keep track of their payment schedule, and will make payment in a timely manner. UTILITY is not responsible for lost or delayed mail, including bills. Should a customer fail to receive a bill, it is still the CUSTOMER's responsibility to pay their base water and/or sewer fee, or contact the UTILITY for payment information.

CUSTOMER shall not provide water to a third party. This includes providing water by hose to another property, or splitting a water service line, before or after the meter, to service another property.

UTILITY shall operate the water system at a normal pressure of 40 psi to 60psi. UTILITY shall not be held liable in any way by CUSTOMER for fluctuation in water pressure or pressure-related problems, including damages to plumbing, fixtures, or to property arising from plumbing failures.

CUSTOMER shall install a pressure regulation device, according to the local adopted plumbing code to protect their home, fixtures, appliances, etc. from surges in water pressure.

UTILITY shall be responsible for the installation, repair and maintenance of all water mains, water wells, pumps, motors, electrical controls, valves, hydrants, meters, meter boxes, and service laterals that comprise the water system. Customers shall be responsible for the installation, repair and maintenance of all water lines, fixtures, etc. that are located on the demand-side of the water meter. Customers will also safeguard and protect their meter box and meter box lid from damage, and may be required to repair or replace these parts if they are damaged.

UTILITY shall not be responsible for interrupting service to a property in the event of a plumbing failure or emergency occurring inside the home or on private property. All customers are required to install a hand-operated ball valve on their water supply line, after their water meter for the purpose of stopping water flow to the home in the event of an emergency. The valve located on the supply-side of the meter is the property of the UTILITY and is used to maintain and service the meter; customers will not operate this valve for any reason, and will not rely on it to provide emergency interruption of water service.

CUSTOMER shall install a dual check valve on their side of the meter. The purpose of this valve is to prevent water from the customer's home from reentering the water system. This reduces the risk of contamination to the water system, and will retain water inside the home in the event of a water outage.

UTILITY will disinfect water and operate the community water system under the requirements and terms of its permit, in accordance with State and Federal laws and regulations. UTILITY is not responsible for the presence of any pathogens, waterborne disease, or other contamination that may occur in the water supply. UTILITY is further not responsible for illness, injury, or death, human or animal, that arises from consumption of the water.

UTILITY assumes no liability for the chemical and mineral content of the water where it comes to hardness, or the presence of minerals. UTILITY is not responsible for the failure of any appliance, plumbing apparatus, or fixture that is caused by exposure to minerals in the water, or the build-up of limescale, rust, calcium, etc. This includes both mechanical function and aesthetic appearance. UTILITY is further not liable for damage caused to any vehicle, plant, grass, or paved surface inside or outside the home caused by exposure to minerals in the water. Finally, some people and some pets can have allergic reactions to minerals that occur naturally in the water. The UTILITY assumes no responsibility for illness or symptoms arising from the consumption of the water by those with allergies. The UTILITY encourages the installation of a water softener or other treatment for those with sensitivity to the mineral content of the water.

#### SEWER CUSTOMERS

CUSTOMERS shall not dispose of any foreign item down any drain or toilet in their home that is not human waste or bathroom tissue. Foreign objects in the waste stream damage equipment and can cause the failure of the wastewater collection infrastructure, or of the treatment facility and its equipment. Foreign items include, but are not limited to the following:

Food waste, grease, oil, paper, paper towels, rags, string, fabrics, plastic, plastic bags, tampons, tampon applicators, diapers, cottons swabs, hygiene products, sanitary napkins, pet waste, dead pets or animals, human or animal hair, rocks, sand, or glass.

CUSTOMERS shall be responsible for all sewer apparatus located on their property. This includes any holding tanks, pumps, grinders, piping, collection pipes, clean-outs, fixtures, etc. UTILITY shall assume no responsibility for their care and maintenance, or operation, nor shall UTILITY be liable for any failure arising from their use, damage, or function.

Where applicable, CUSTOMER shall install, at CUSTOMER's expense, the specified water and sewer equipment, in accordance with all local codes and in accordance with specifications set forth in any agreement between the UTILITY and the DEVELOPER, or homebuilder. This is particularly important when the UTILITY specifies a grinder pump or other such wastewater apparatus whose performance will affect the downstream performance and maintenance of the wastewater collection and treatment system.

CUSTOMER shall be bound to these terms and conditions, and these terms and conditions shall likewise apply to tenants, guests, or other persons occupying the CUSTOMER's property.

UTILITY reserves the right to impose fees or charges, and to terminate water service, should the CUSTOMER fail to adhere to these terms and conditions.

AGREED AND ACCEPTED \_\_\_\_\_

AS CUSTOMER