

# LOACHAPOKA WATER AUTHORITY \* TEMPORARY SERVICE REQUEST AGREEMENT

For Land Lords, Realtors, Property Owners or Contractors who need the water service turned on **temporarily** for testing, cleaning or an inspection. This form must be **fully completed and signed**. Once completed, please return to the office by mail, in person or faxed to (334) 821-6822 so it can be scheduled for connection.

**Please confirm receipt of request and allow up to one (1) business day notice for connection.**

**Person requesting should be present at property as outlined in line 9 below.**

_____ Land Lord	_____ Realtor or Management Company	_____ Property Owner	_____ Contractor
Account # _____			
ACTIVATION DATE: _____		DISCONNECTION DATE: _____	
<b>(Date not to exceed 30 days)</b>			
NAME OF PERSON REQUESTING: _____			
<i>(Name as it appears on State Issued ID)</i>			
COMPANY NAME: _____			
ADDRESS WHERE SERVICE IS NEEDED: _____			LOT _____
SUBDIVISION/PARK NAME: _____		City _____	State _____ Zip _____
BILLING/MAILING ADDRESS: _____		City _____	State _____ Zip _____
WORK PHONE: _____		ALTERNATE PHONE: _____	

### WATER USERS AGREEMENT

THIS AGREEMENT between Loachapoka Water Authority, a public corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "Corporation", and the undersigned water user, hereinafter called the "Water User".

WITNESSETH: That, WHEREAS, the Water User desires to purchase water from the Corporation and to enter into a Water Uses 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:

1. The Corporation shall furnish, subject to the limitations as provided for in the By-laws, Service Rules and Regulations hereinafter provided for, such quantity of water as the Water User may desire in connection of property.
2. The Water User shall install and maintain at his own expense a service line which shall begin at a point designated by the Corporation at the property line and extend to the dwelling and other portions of the premises.
3. The Water User's service line shall connect with the distribution system of the Corporation at the place designated by the Corporation determined in advance that the Corporation's water system is of sufficient capacity to permit delivery of water to that point. Water User's plumber shall connect to meter coupling after proper authorization by Corporation. User shall install proper cut-off and backflow preventer on Water User's side of the meter. The User agrees that no other present or future source of water will be connected to any water lines served by the Corporation's lines and will disconnect from the present water supply prior to connecting to the Corporation's system, and shall eliminate all present or future sources of cross connection in the User's system.
4. The Water User shall pay for such water at such rates, times and places as shall be determined by the Corporation. Water Charges to the User shall commence on the date service is made available, regardless of whether or not User connects to the system. Rates for Temporary Services shall be standard residential rate charge.
5. The corporation shall purchase and install a curb stop and water meter and a meter coupling within a meter box comprising a service, provided use of water is immediately desired. Such a metered service shall be installed off the User's property. At no time may the meter and computation equipment be fenced in or otherwise be made inaccessible to the Corporation. The Corporation shall have exclusive right to use cut-off valve and water meter and to turn it on and off or maintain and service its equipment.
6. Water User shall indemnify and hold harmless the Corporation and its officers, directors, employees and agents from and against any liability for damages for claims for property damage, monetary loss, bodily injuries, or death, including but not limited to, reasonable attorney's fees, court costs, and any other such fees and costs deemed necessary and related thereto by the Corporation, to the extent that any such damages or claims arise from actions or events occurring on the Water User's side of its meter and/or its property.
7. Water User acknowledges and agrees that the Corporation only provides water service to Water User's meter, and distribution of water thereafter, and the consequences thereof, are the sole responsibility of the Water User.
8. Water User acknowledges and agrees to assume all responsibility for any damages to its person or property, or to the persons or property of others, which may arise from actions or events occurring on the Water User's side of its meter, such as, without limitation, flooding or leaks resulting from Water User's failure to keep all water outlets such as sinks, faucets, toilets, appliances, bathtubs, icemakers, and the like in proper working condition or turned off as may be necessary to prevent any such flooding or leaks.
9. Water User acknowledges and agrees it has been advised that Water User should be present at its property and premises when water service is turned on or restored after a period of interruption to discover and/or prevent the possibility of any flooding or leaks, or other such actions or events occurring on Water User's side of its meter at the time service is turned on.
10. The Corporation shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Water User in the event of a water shortage.
11. The Corporation may shut off the water of a Water User who allows a connection or extension to be made to this service line for the purpose of supplying water to another user. Intent being to serve one family or household per meter.
12. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
  - A. Nonpayment by due date will be subject to a penalty of 10%.
  - B. Nonpayment within (35) days from due date will result in a nonpayment fee.
13. In the event it becomes necessary for the Corporation to shut off the water from a Water User's property for violation of the Rules and Regulations, a fee will be charged as outlined in 12B. A fee will be charged for any damage done intentionally to the meter or other equipment of the Corporation. Any damage to the meter or tap set caused by the User, his agents or assignees shall be repaired by the Corporation, with costs for repairs being added directly to the User's water bill. Failure to comply with this regulation shall be grounds for criminal prosecution and/or immediate disconnection of water services. 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 Water User agrees to abide by such changes upon notice thereof. The User understands that a non-refundable activation fee will be collected upon connection of services. The User agrees to pay all final charges for water service.
14. I understand and agree that acceptance of an application for water service and all applicable charges does not constitute a guarantee by the Authority to provide the requested service. I understand that failure and/or refusal to execute this Application and Water User's Agreement may result in a delay in connection or denial/termination of service.
15. I further acknowledge and agree that the Authority may deny/terminate service for any misrepresentations in the information provided in the application for water service or discovery of any document used to establish service is found to be fraudulent or forged.
16. By subscribing for water service, I agree to follow the rules, regulations and policies, as amended, of the Authority, and the terms and conditions of the Water User's Agreement.

Fee: \_\_\_\_\_ Temporary Connection (*next business day*): \$15      \_\_\_\_\_ Emergency Temporary Connection (*same day service if requested before 2:00 p.m.*): \$25

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
*(Applicant/Water User)*

Application taken by: \_\_\_\_\_ Date: \_\_\_\_\_