

ALLIGATOR POINT WATER RESOURCES DISTRICT

P.O. BOX 155, Panacea, FL 32346-0155

E-mail: pointwater@fairpoint.net

Office: 850-349-2274

Fax: 850-349-2508

WATER USER CONTRACT RENTER or OWNER

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN THE ALLIGATOR POINT WATER RESOURCES DISTRICT ("DISTRICT"), AND THE WATER USER ("CUSTOMER"), WHICH IS THE PERSON APPLYING FOR SERVICES AT THE SERVICE ADDRESS INDICATED BELOW. IN CONSIDERATION OF WATER SERVICE FURNISHED TO WATER USER AT THE SERVICE ADDRESS AND MONIES PAID TO THE DISTRICT BY SAID WATER USE, THE PARTIES AGREE AS FOLLOWS:

1. ALL NEW WATER USER CONTRACTS ARE SUBJECT TO DEPOSIT, ACCESS FEES, AND TAP FEES. SAID DEPOSIT IS REFUNDABLE AND WILL BE RETURNED TO CUSTOMER, LESS OUTSTANDING CHARGES, UPON TERMINATION OF WATER SERVICE. THE DISTRICT MAY AT ANY TIME APPLY THE DEPOSIT TO OUTSTANDING WATER SERVICE CHARGES AND MAY REQUIRE CUSTOMER TO REPLENISH SAID DEPOSIT. IT IS THE WATER USERS RESPONSIBILITY TO PROVIDE FORWARDING INFORMATION UPON TERMINATION (IF DIFFERENT THAN THE MAILING ADDRESS). DEPOSITS UNABLE TO BE RETURNED WITHIN 60 DAYS OF ACCOUNT CLOSURE WILL BE FORFEITED AND BECOME PROPERTY OF THE DISTRICT.
2. THE DISTRICT SHALL FURNISH AVAILABLE WATER SERVICE TO THE CUSTOMER AT THE ADDRESS STATED HEREIN AND CUSTOMER AGREES TO TAKE DISTRICT WATER SERVICE AS AVAILABLE AND USE IN ACCORDANCE WITH ESTABLISHED DISTRICT POLICIES.
3. THE DISTRICT IS NOT RESPONSIBLE FOR FURNISHING, INSTALLING, OR MAINTAINING THE SERVICE LINE, WHICH SHALL BEGIN AT THE WATER METER INSTALLED BY THE DISTRICT.
4. CERTAIN WATER CONNECTIONS ARE REQUIRED TO HAVE A BACKFLOW PREVENTER OR SIMILAR DEVICE IN ACCORDANCE WITH THE DISTRICT'S CROSS-CONNECTION POLICY, SO AS TO PREVENT CONTAMINATION, FOR WHICH THE DISTRICT IS NOT RESPONSIBLE. FAILURE TO HAVE A PROPERLY INSTALLED BACKFLOW PREVENTION DEVICE WILL BE CAUSE FOR IMMEDIATE TERMINATION OF SERVICES UNTIL REPAIRED OR INSTALLED AT THE WATER USER'S EXPENSE AND PURSUANT TO THE DISTRICT'S CROSS-CONNECTION POLICY.
5. THE DISTRICT SHALL FURNISH AND INSTALL A CURB STOP AND METER AT EACH CONNECTION. THE DISTRICT SHALL HAVE COMPLETE OWNERSHIP AND EXCLUSIVE RIGHTS TO USE THE CURB STOP AND METER AND TO TURN WATER ON/OFF ACCORDING TO THE RULES AND REGULATIONS OF THE DISTRICT. TAMPERING WITH THE METER OR LOCK(S) IS A VIOLATION OF FLORIDA LAW SUBJECT TO CRIMINAL PROSECUTION. DAMAGE CAUSED TO SAID DEVICES DUE TO UNAUTHORIZED USE WILL BE REPAIRED BY THE DISTRICT AND CHARGED TO THE WATER USER.
6. THE DISTRICT SHALL HAVE THE RIGHT TO INSTALL THE NECESSARY CONNECTIONS TO THE SYSTEM AND METER ON THE PROPERTY OF WATER USER IF NECESSARY. THE DISTRICT SHALL HAVE THE ABSOLUTE DISCRETION AS TO THE LOCATION OF THE CONNECTION TO THE SYSTEM AND METER. THE DISTRICT MAY ACCESS THE PROPERTY AT ANY TIME IN RELATION TO WATER SERVICES, INCLUDING BUT NOT LIMITED TO INSPECTIONS, CONNECTION SERVICES, READINGS, AND REPAIRS.
7. STATEMENTS FOR WATER SERVICE ARE RENDERED MONTHLY AND ARE DUE AND PAYABLE UPON RECEIPT. IF THE CUSTOMER FAILS TO PAY THE AMOUNT DUE BY THE 21st DAY OF THE MONTH IN WHICH THE BILL IS RENDERED, A PENALTY OF 1.5% PER MONTH (18% PER YEAR) WILL BE ADDED TO THE AMOUNT DUE. PAYMENTS MUST BE MADE DIRECTLY TO THE DISTRICT OFFICE AND WILL BE PROCESSED MONDAY THROUGH THURSDAY BETWEEN

10AM-3PM. MAINTENANCE PERSONNEL CANNOT ACCEPT PAYMENT, EXCEPT ON EMERGENCY BASIS AND BY CHECK ONLY. AMOUNTS UNPAID WILL BE PLACED INTO DEFAULT AND WILL ACCRUE INTEREST. AMOUNTS UNPAID AFTER AN ADDITIONAL TEN (10) DAYS, ARE SUBJECT TO MANDATORY SERVICE TERMINATION WITHOUT NOTICE. UPON TERMINATION, THE DEPOSIT WILL BE IMMEDIATELY APPLIED TO ANY OUTSTANDING BALANCES. TO RECONNECT AFTER TERMINATION, WATER USER WILL HAVE TO SIGN A NEW CONTRACT, WITH A NEW DEPOSIT, AND RE-CONNECTION FEE.

8. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO IMMEDIATELY NOTIFY THE DISTRICT OF A CHANGE IN THE ACCOUNT. CUSTOMER IS LIABLE FOR ALL WATER USE AND OTHER COSTS INCURRED UNTIL HIS/HER ACCOUNT IS PROPERLY CLOSED.
9. AGENTS SIGNING THIS APPLICATION ON BEHALF OF THE PRINCIPALS HEREBY AGREE TO BE JOINTLY AND SEVERALLY LIABLE WITH THE PRINCIPAL UNDER THE TERMS OF THIS CONTRACT.
10. IN THE EVENT OF DEFAULT IN PAYMENT OF ANY AMOUNT DUE THE DISTRICT FOR AT LEAST 30 DAYS, CUSTOMER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS FEES. ALL UNPAID BALANCES WITH ACCRUING INTEREST SHALL BE A LIEN ON THE PARCEL OR PROPERTY AFFECTED THEREBY, PURSUANT TO FLORIDA STATUTE, **SEC. 153.67, AND BE SUPERIOR TO THE INTEREST OF ANY OWNER, LESSEE, TENANT, MORTGAGEE, OR OTHER PERSON EXCEPT THE LIEN OF COUNTY TAXES.** THE DISTRICT MAY RECOVER UNPAID BALANCES AND ATTORNEYS FEES IN A CIVIL ACTION, AND ANY LIEN AND INTEREST MAY BE FORECLOSED OR OTHERWISE ENFORCED.
11. THE DISTRICT IS A PUBLIC ENTITY SUBJECT TO THE PUBLIC RECORDS LAW, PURSUANT TO CHAPTER 119, FLORIDA STATUTE. FURTHER, WATER USER SPECIFICALLY ACKNOWLEDGES, CONSENTS, AND WAIVES ANY OBJECTION TO THE DISCLOSURE AND USE OF INFORMATION, INCLUDING BUT NOT LIMITED TO WATER USER CONTRACT, MONTHLY STATEMENTS, AND NOTICES AS MAY BE USED BY THE DISTRICT OR THIRD PARTIES IN COLLECTING AMOUNTS DUE.

WATER SERVICE TURN-ON

FULL NAME: _____ DOB: _____

LAST FOUR OF SS#: _____ DRIVERS LICENSE NUMBER & STATE: _____

TELEPHONE #: _____ EMPLOYER: _____

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

PROPERTY OWNERS NAME (if different): _____

PROPERTY OWNERS MAILING ADDRESS: _____

SIGNATURE OF ACCOUNT HOLDER: _____

AGENT NAME: _____ AGENT SIGNATURE: _____

AGENT ADDRESS: _____

DEPOSIT	\$ _____	DATE RECEIVED:	_____
ACCESS FEE	\$ _____	DATE RECEIVED:	_____
TAP FEE	\$ _____	DATE RECEIVED:	_____