

**CLAY COUNTY, GEORGIA
WATER SUBSCRIPTION CONTRACT**

GEORGIA, CLAY COUNTY

THIS AGREEMENT dated between the Clay County, Georgia and (Subscriber) _____.

WHEREAS, Subscriber desires to be provided water service to the property that the Subscriber owns and/or occupies at (Service Address) _____, and

WHEREAS, Subscriber agrees to comply with the rules, ordinances and regulations of the County, and

WHEREAS, the County desires to provide water and/or sewer service to Subscriber as long as the Subscriber complies with the rules, ordinances and regulations of the County,

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter states, it is agreed between the parties as follows:

1. (Subscriber hereby deposits) (Former Subscriber has deposited) with the County the following fees: Two and half times the average monthly bill for all services or a minimum deposit of \$75.00. Subscriber agrees that **these fees are non-refundable** and that the meter and all other appurtenances shall remain the property of the County. Subscriber also agrees that the County has the right from time to time to reassess the impact on the facilities of the County and Subscriber hereby agrees to pay the additional impact assessment.

2. Subscriber shall **pay promptly on a monthly basis**: 1) a minimum monthly water bill (monthly minimum is for base charge, debt service charge, and administration charge,) as assessed by the County; 2) any water registered by the meter serving said property that bill at the rate or rates set by the County from time to time which shall include water used, water wasted, or leakage and sewer charges if applicable.

3. Said bill **shall be paid on the due date**. In the event that the bill and any penalties assessed thereon are not paid by the due date of the bill, the County shall have the right to commence procedures to terminate water service according to the Water Ordinance in effect as of the date the bill becomes past due.

4. If water service is disconnected for non-payment of a bill the Subscriber must pay a **non-refundable service fee** and the entire account balance together with any other fees or penalties which may be owed to the County must be paid in order to restore or maintain water service.

5. Subscriber shall **have 15 days to detect and notify the County in writing of any errors** in Subscriber's bill. Failure to notify the County will result in waiver of any right or claim for refund or credit.

6. If Subscriber has cause to have the meter moved from the existing stub-out, the County will relocate the meter at Subscriber's expense upon application for relocation, payment of the fee for same and the approval of the County.

7. Meters will be tested at the request of the Subscriber; however, if no irregularities are found in the meter, Subscriber will be **assessed a fee of \$125 for testing**.

8. Subscriber shall **install and maintain at his expense** a cut-off valve on Subscriber's side of the meter. Subscriber shall not obstruct the meter so as to interfere with the reading, maintenance, or otherwise by County personnel.

9. Subscriber grants to the County, its agents and employees, the right of safe ingress and egress over, across, under and through said property for any reason related to the use, maintenance, repair, or otherwise of the County's facilities.

10. Subscriber shall have the right to use said water for one household (commercial site) (industrial site) only and its outbuildings located on the property of the Subscriber. Subscriber shall not allow anyone to connect or tap on the said water service line for the purpose of supplying water to another user. Violation of this paragraph of this agreement will result in immediate suspension of service.

11. The County shall have the right to discontinue service immediately when an idle (or inactive) meter begins moving and the occupant has not applied for service.

12. Subscriber agrees that no other present or future source of water will be connected to any water line being served by the County's water lines and will disconnect from any present water supply system prior to connecting to the County's system. Subscriber will be required to maintain an air gap between any lines holding water from any other source than water supplied by the County.

13. The County reserves the right to determine the allocation of water to Subscriber in the event of water shortage, and the County reserves the right to discontinue its service without notice for the following reasons: 1) to prevent fraud or abuse; 2) ordinances; 3) emergency repairs; 4) insufficiency of water supply due to circumstances beyond County's control; 5) legal process; 6) direction of public authorities; and 7) strike, riot, fire, flood, unavoidable accident, actions of others, or acts of God. The County further reserves the right to terminate the service granted herein for reasons other than those set forth above by giving Subscriber 10 days written notice prior to the date of termination.

14. The water rates and charges not otherwise provided herein are determined by County Ordinance 16-013. A copy is attached hereto for reference.

15. It is the responsibility of the builder/consumer to protect the meter particularly during the period of construction/landscaping, i.e.: (1) Do not allow meter to be covered and (2) do not allow meter to become broken or damaged in any manner. The County will charge you for labor and materials and will not commence service until the meter is made accessible to County personnel and/or payment is made to cover the damage. Normal maintenance is the responsibility of the County.

16. Subscriber will indemnify and hold harmless the County from any damage to person or property that Subscriber may suffer and against any claim of a third party for damages to person or property as a result of temporary, complete or partial interruption of water services that occurs as a result of seasonable supply of water, expansion, repair and maintenance of lines, meter and facilities, or conditions beyond the control of the County. Subscriber also releases and hereby discharges the County from any claim for damage to person or property that Subscriber may suffer and against any claim of a third party for damage to person or property when the County is required and/or authorized to turn the water off or on at the meter servicing the Subscriber. The Subscriber will also indemnify and hold harmless the County against any claim for damage to person or property at said location, or appurtenances thereto, as a result of fluctuation of pressure of the water line servicing said Subscriber.

SIGN AND RETURN

CLAY COUNTY, GEORGIA
105 Washington Street N, Ste. 2
Fort Gaines, GA 39851

SUBSCRIBER SIGNATURE: _____ DATE: _____

Please Print:

Applicant's Name: _____

Mailing Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of the individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino _____ Not Hispanic or Latino _____

Race: (Mark One or More)

White or Caucasian _____ Black or African American _____ American Indian/Alaskan Native _____

Asian _____ Native Hawaiian or Other Pacific Islander _____

Gender: Male _____ Female _____