

**ENERGY UNITED WATER CORPORATION  
WATER USER'S AGREEMENT**

This agreement, between the Energy United Water Corporation, a non-profit corporation, organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Corp., and a Member of the Corp., hereinafter called the Member.

**WITNESSETH:**

Whereas, the Member desires to purchase water from the Corp., and to enter into a water users agreement as required by the by-laws of the Corp. NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Corp. shall furnish, subject to the limitations hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

The Member shall install and maintain at his own expense a cut off valve, a pressure regulator and a service line, which shall begin at the water meter and extend to the dwelling and other portions of his premises.

The Member agrees, when signing this contract, that he will either use the water at regular rates or pay the minimum charge; with the exception that when the meter is cut off and locked by EUWC. The Member is responsible for sewing grass upon installation of water meter or maintenance on distribution system.

The water meter shall be located at a place agreed upon by the property owner and the Corp.; with the Corp. having the final decision of location.

The Member shall grant the Corp. reasonable access to the Member's residence/property to perform such tests or procedures deemed necessary in the sole discretion of the Corp. to maintain the integrity of the water system.

The Member shall pay for water at such rates, time and place as shall be determined by the Corp. to maintain the integrity of the water system.

The Member hereby acknowledges that there may be times when the Corp. is unable to furnish water and said Member hereby acknowledges that the Corp. shall have no liability for its failure to furnish water adequate to the Member's needs.

The Member shall be responsible for all back-flow prevention as required by the State of North Carolina's Department of Environmental Health and Natural resources, which is enforced by the Corp.'s policy concerning Back-flow prevention.

The Corp. shall install a water meter with a cut off valve as close as possible to the Corp. distribution system. The Corp. shall have exclusive right to use the cut off valve to turn water on and off.

The Corp. shall have final jurisdiction in any question of location of any service line in connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage;

The Corp. shall reserve the right to discontinue service to anyone who knowingly wastes water due to neglect of repairs or by other means. The service will remain off until such time as the necessary work and/or repairs have satisfied the Corp.

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

A. Non-payment by the due date will be subject to a penalty of ten percent (10%) of the delinquent account.

B. Non-payment after thirty days from the due date will result in the water being shut off from the Member's property.

C. Non-payment after sixty days from the original due date will allow the Corp.. in addition to all other rights and remedies to purchase the Members Membership Certificate and terminate his membership, and, in such event the Member shall not be entitled to receive, nor the Corp. obligated to supply, any water under this agreement.

In the event it becomes necessary for the Corp. to shut off the water from a Member's property, a fee approved by Energy United Water Corporation Board of Directors will be charged a reconnection of the service.