

# WATER USERS AGREEMENT

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

THIS AGREEMENT between the Carroll's Creek Water Authority, hereinafter the "Authority", and the undersigned water user, hereinafter the "Water User".

WITNESSETH, that, whereas, the Water User desires to purchase water from the Authority and to enter into this Users Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The Authority shall furnish, subject to the limitations in its Service Rules and Regulations such quantity of Water as the Water User may desire.
2. The Water User shall install and maintain at his/her own expenses a service line which shall begin at a point designated by the Authority and extend to the dwelling and other portions of his/her premises.
3. The Water User shall pay for such water at such rates, time and place as shall be determined by the Authority.
4. The Authority shall purchase and install a cut-off valve and a water meter in each service. Such cut-off valve shall be installed at the road right-of-way. The Authority shall have exclusive right to use cut-off valve and water meter and to turn it on and off.
5. The Authority shall make the final determination regarding the allocation of water to Water Users in the event of a water shortage.
6. The Authority may shut off the water of a User who allows a connection or extension to another user.
7. The failure of a Water User to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
  - A. Nonpayment within ten (10) days of receipt of bill will be subject to a penalty of ten percent (10%) of the delinquent account.
  - B. Nonpayment within thirty (30) days from the due date will result in the water being shut off from the Water User's property.
  - C. If a subsequent bill contains a past due amount, all amounts due must be paid by the 20th of the current month or service will be disconnected.
8. If service is shut off for a violation of the Rules and Regulations, a \$75.00 fee will be charged for reconnection.
9. The Authority reserves the right to amend the By Laws or the Rules and Regulations from time to time, and the Water User agrees to abide by such changes upon notice thereof.
10. The User understands that a refundable security deposit of One Hundred and No/100 (\$100.00) dollars is collected and shall be applicable to any unpaid balance owed by the User. In addition, there will be a Twenty-five (\$25.00) dollar non-refundable service fee.
11. The User agrees that should a service previously constructed require adjustment, relocation, or repair, whether due to conflicting utilities, grading, landscaping or other reasons, the User is responsible for the full cost of relocation and/or repairs performed by the Authority.
12. The Water User hereby agrees to pay the Corporation a minimum bill for a period of twenty-four (24) months from the time water is available even though the user may or may not avail them to the service. A minimum bill shall be the amount established by the Corporation and may be amended. (NEW EXPANSION AREAS ONLY)
13. Receipt is acknowledged of the following non-refundable costs:  
\$ \_\_\_\_\_ service installation, \$ \_\_\_\_\_ drop in meter, \$ \_\_\_\_\_ State road bore, \$ \_\_\_\_\_ standpipe.

This Agreement supersedes any previous Water Users Agreement.

**CARROLL'S CREEK WATER AUTHORITY**

By \_\_\_\_\_  
Duly Authorized Agent

X \_\_\_\_\_  
Print Name and Date

Total Amt Pd & Payment Method \_\_\_\_\_

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Mailing Address if different from service address

X \_\_\_\_\_  
Service Address

X \_\_\_\_\_  
City, State and zip code

X \_\_\_\_\_  
City, State and zip code



**Carroll's Creek Water Authority**

14462 Firehouse Road  
Northport, AL 35475  
Office: 205-333-1140  
Fax: 205-333-1145

Office Hours Monday-Friday 8:00 a.m-4:30 p.m.

**Residential Utility  
Service Application**

[www.carrollscreekwater.com](http://www.carrollscreekwater.com)

**Please Print**

Date of Application: \_\_\_\_\_ Service Request Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Spouses Name: \_\_\_\_\_

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address(if different): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant's Driver's License #: \_\_\_\_\_ Applicants Social Security #: \_\_\_\_\_

Home Phone #: ( ) \_\_\_\_\_ Cell Phone #: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_ Would you like an emailed Bill? ( ) Yes ( ) No

Have you or your spouse previously had water service with Carroll's Creek Water Authority? ( ) Yes ( ) No

Do you own \_\_\_\_\_ or rent/lease \_\_\_\_\_ the property, service is being established for?

**If renting or leasing please provide the following information with copy of lease:**

Landlords Name: \_\_\_\_\_ Landlord's Phone ( ) \_\_\_\_\_

**Please read and initial the following terms and conditions:**

- \_\_\_\_\_ When ANY property is changing **legal ownership**; Past accumulated charges (if any) will become the responsibility of the new owner
- \_\_\_\_\_ Bills are due and payable upon receipt and late after the 15<sup>th</sup> of every month. Late charges will be calculated on the current monthly balance at the rate of 10% per month. If **Entire Balance** is not received by the 20<sup>th</sup> of the month service will be disconnected on the 21<sup>st</sup> of the month and a \$75 disconnect fee will be applied. All water charges and fees are the responsibility of the water user.

Carroll's Creek Water Authority is a non-profit distribution system. Our water is purchased and distributed from the City of Tuscaloosa. I hereby agree to purchase water from the Carroll's Creek Water Authority subject to the conditions of the Water User Contract.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NEW CONSTRUCTION ONLY:**

Permits and other utility locates are required prior to installation.

**Directions (include Lot # and Subdivision):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_