

BRENTWOOD WATER CORPORATION

MEMBERSHIP FORM

This membership fee furnishes water to the service address listed below. The member requiring a meter of a size in excess of ¾ inch shall be required to pay an additional cost. This agreement can be amended at any time by the Board of Directors.

FILL OUT THE TOP OF THIS FORM AND SIGN AT THE BOTTOM

INFORMATION: **EFFECTIVE DATE** _____

PRINT NAME: _____ **OWNER:**

DRIVERS LIC OR ID # _____ **RENTER:**

SERVICE ADDRESS: _____

TELEPHONE # (_____) _____

**MAILING ADDRESS IF
DIFFERENT FROM ABOVE:** _____

HAVE YOU HAD AN ACCOUNT WITH US BEFORE? (PLEASE CIRCLE): YES NO
If yes under what name _____

If renting supply Landlord's Information

Landlord's Name _____ **Phone #** _____

FOR OFFICE USE ONLY

ACCEPTED BY: _____ **AMOUNT \$** _____

DATE: _____ **ACCOUNT #:** _____

BRENTWOOD WATER CORPORATION, WATER USERS AGREEMENT

This agreement between the Brentwood Water Corporation, a nonprofit corporation, organized and existing Under and by virtue of the laws of the State of North Carolina, hereinafter called the Corporation.

**PLEASE READ THE BACK OF THIS FORM FOR THE MEMBERSHIP AGREEMENT
BY SIGNING THIS YOU ARE AGREEING TO ALL THE TERMS LISTED**

CUSTOMER SIGNATURE: _____

BRENTWOOD WATER CORPORATION
WATER USERS AGREEMENT

This agreement, between the Brentwood Water Corporation, a nonprofit corporation, organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Corporation, and _____ a member of the corporation hereinafter called the Member.

WITNESSETH: Whereas, the Member desires to purchase water from the Corporation. and to enter into a water user's agreement as required by the bylaws of the Corporation.

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

The Member shall grant the Corporation, its successors and assigns, a perpetual easement in, over and under, and upon the service address below with the right to erect, construct, install and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipe lines and appurtenant facilities together with the right of ingress and egress over adjacent lands for the purpose mentioned above.

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The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and/or building; the Member understands and is hereby informed that one (1) service line is for one (1) dwelling and/or building. Should the Member choose to supply service to additional dwellings and/or buildings on their (Member) property a separate meter and service line shall be required for *each* individual dwelling and/or building.

The member's service line shall connect with the distribution system of the Corporation at the nearest place of desired use by the Member, provided the Corporation has determined in advance that the Association water system is sufficient capacity to permit delivery of water at that point

The Member shall pay for such, water at such rates, time and place as shall be determined by the Corporation.

The Corporation shall purchase and install a cutoff valve(s) and a water meter(s), in each service. Such cutoff Valve(s) and meter(s) shall be installed within five (5) feet of the Corporation's distribution System. The Corporation shall have exclusive right to use such cutoff valve(s) and water meter(s) and to turn it on and off.

The Corporation shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may shut off the water to a Member who allows a connection or extension to be made to/from his service line for the purpose of supplying water to another; to include but not limited to additional dwellings, users, and/or buildings.

NC General Statutes - Chapter 14 Article 22, Section 14-151.1 states it shall be unlawful for any person to willfully, with intent to injure or defraud, commit any of the following acts: Obstruct, alter, bypass, tamper with, injure or prevent the action of a meter or other instrument used to measure or register the quantity of illuminating fuel, natural gas, water, or electricity passing through such meter by a person other than an employee of the company owning or supplying any gas, water, or electric meter, who willfully shall detach or disconnect such meter, or make or report any test of, or examine for the purpose of testing any meter so detached or disconnected. [Whoever is found in a civil action to have violated any provision] of this section [shall be liable to the electric, gas or water supplier in triple the amount of losses and damages sustained or five] thousand [dollars] (\$5,000), [whichever is greater].

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

- A. Bills are due according to the date on the Water Bill.
- B. Past due amounts will be subject to a penalty as listed on the Water Bill.
- C. Past due accounts will be disconnected according to the time allotted on the Water Bill.

The Member is responsible for all water that goes through the meter(s).

In the event the Corporation determines that it is not feasible to construct its distribution system so as to furnish water to the Member at the service address below, then the Corporation may purchase the Member's Membership and terminate the Membership or refund the fee paid by the Member to the Corporation; and, in such event such Member shall not be entitled to receive nor the Corporation obligated to supply any water under this agreement.

The Member requiring a meter(s) of a size in excess of ¾ inch shall be required to pay the additional cost of such larger meter(s) and such other special equipment and labor required for such installation.

This agreement can be amended at any time by the Board of Directors.