EAST LOWNDES WATER ASSOCIATION, INC. APPLICATION FOR MEMBERSHIP AND WATER SERVICE

The undersigned, hereinafter referred to as "the Applicant", hereby applies for membership in and water service from East Lowndes Water Association, Inc., hereinafter referred to as the "Association", upon the following terms and conditions:

- 1. Applicant shall pay herewith to the Association the sum of \$______, which, if this Application is accepted by the Association, will constitute Applicant's membership fee, new service fee, and cash deposit, where required by the Association.
- 2. If water service has never been furnished to the premises prior to the time of this Application, Applicant will cause the premises to be served under this agreement to have adequate pipe, meter and other equipment in accordance with the requirements and specifications approved by the Association, and agrees that any pipe, meter or equipment added subsequent thereto shall likewise be installed in accordance with said requirements and specifications. Applicant further agrees that installation of all pipe, meter, and other equipment will be subject to inspection by the Association; provided, however that inspection by the Association shall be only for the purpose of the Association satisfying itself that said premises are in such proper condition and reasonably safe to receive water service, and the responsibility for compliance with the applicable requirements and specifications shall be and remain that of Applicant and not the Association.
- 3. Applicant will mark with sufficient identifying marks where Applicant desires the water meter to be placed upon the premises; however, Applicant agrees that the final decision where said meter shall be placed shall be that of the Association.
- 4. At the time that water service is made available to Applicant's premises by the Association, and thereafter, Applicant will purchase from the Association all water used on Applicant's premises and will pay therefore monthly for this service at the rates and upon the terms and conditions set forth in the applicable rate schedule of the Association, said rate schedule is being incorporated herein by this reference thereto. Said rates are subject to change from time to time in accordance with the actions of the Board of Directors and the By-Laws of the Association. This provision shall not apply to a private water well maintained on the premises by the Applicant for irrigation or farming purposes, so long as said private water well is not connected in any way to the water system furnished and maintained by the Association on said premises.
- 5. Applicant will comply with and be bound by the provisions of the Certificate of Incorporation and By-Laws of the Association, and such Rules and Regulations as may, from time to time, be adopted by the Association. Applicant acknowledges receiving a copy of the current By-Laws and Rules and Regulations of the Association at the time of the execution of this Application.
- 6. The Association may, at its own option, permit an assumption of Applicant's obligations herein by another occupant of the same premises, on the same terms and conditions as stated herein. Applicant agrees that in the event that Applicant sells or rents the premises, he will notify the Association of this action, and make said new owner or said lessee aware of Applicant's obligations under this Agreement.
- 7. No provision of this Agreement shall be construed to limit in any way the Association's rights or remedies in the collection of delinquent bills, nor shall Applicant be exempt from any Rules or Regulations made by the Association for the collection of delinquent bills for water service.
- 8. Applicant agrees to, and does hereby, grant unto the Association an easement for the construction, installation, and maintenance of the Association's waterlines, meters, and equipment, over, on, or across that portion of the property served hereby and any other property adjacent thereto, owned by or under control of the Applicant herein, which the Association deems necessary in order to provide water service to the property of the Applicant. Applicant further agrees that upon execution of this Agreement, Applicant does covenant and warrant that Applicant is the owner of the premises to be served hereby, and is the owner of the premises where said pipe, meter, and other equipment may be set by the Association. This paragraph shall not apply to a Lessee of property presently being served hereunder.
- 9. Applicant executes this Agreement and by doing so acknowledges that Applicant has read this agreement, understands same, and that this Agreement shall be binding upon the heirs, successors, and assigns of the Applicant herein.

Out of Office Use Only	Applicant Information
STATE OF COUNTY OF Personally appeared before me, the undersigned authority in and for said County and State,, who, acknowledged that he/she signed and delivered the above Application for Membership and Water Service, on the day and year therein mentioned. Given under my hand and official seal of office, this day of, 20	Name:
Notary Public My Commission Expires	East Lowndes Water Use Only Customer Number: Today's Date: Customer Service Representative: