PFEIFFER-NORTH STANLY WATER ASSOCIATION, INC.

P. O. Box 370 Richfield, NC 28137

MEMBER AGREEMENT

This Agreement, between the Pfeiffer-North Stanly Water Association, a non-profit corporation, organized and existing under and by virtue of the laws of the State of North Carolina hereinafter called the *Association*, and ______, a member of the Association, hereinafter called *Member*.

WITNESSETH:

WHEREAS, the Member has purchased a water service to be installed adjacent to his/her/its property and to pay for such as determined by the *Association*.

WHEREAS, the *Member* desires to purchase or is purchasing water from the *Association*, and to enter into a water users agreement as required by the Bylaws of the *Association*.

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

- 1. The *Member* only shall have one (1) membership certificate in the *Association* regardless of the number of taps he or she may acquire.
- 2. The Member shall pay a fee in the amount of established by the Board, which is refundable to the Member when this contract is terminated; less any outstanding balance on his/her account.
- 3. The *Association* shall furnish, subject to the limitations hereinafter provided for such quality of water for domestic, farmstead and commercial purposes as the *Member* may desire in connection with his occupancy or the occupancy of a renter.
- 4. 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 other portion of his or her premises. The Association reserves the right to not provide water to properties whose service line and internal plumbing is not adequately maintained.
- 5. The *Member's* service line shall connect with the distribution system of the Association at a mutually agreed upon location, provided the *Association* has determined in advance that the *Association's* water system is of sufficient capacity to permit delivery of water at that point.
- 6. The *Member* shall pay for water at such rates, time, and place as shall be determined by the *Association*.
- 7. The *Association* shall purchase and install a cutoff valve and a water meter for each service. The *Association* shall have exclusive right to use such cutoff valve and water meter and to turn it on and off.
- 8. The *Association* shall have final jurisdiction in and any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members or

renters in the event of a water shortage; may shut off the water to a *Member* or to his or her renter who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

- 9. Payment is due by the *Member* or his or her renter fifteen (15) days from billing date. The failure of a Member or renter to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - a. Non-payment with thirty (30) days from the billing date will result in a late fee or fees as established by the *Association* from time to time until the account is current.
 - b. Non-payment for sixty (60) days after the original billing date will result in termination of service. Service will be restored following payment in full plus a reconnect fee as set from time to time by the *Association*.
 - c. Non-payment for ninety (90) days after the original billing date will result in termination of membership.

"This institution is an equal opportunity provider and employer."

Account No. _____

Member (Print Name)	Member Signature
Mailing Address	Social Security Number
City, State, Zip	Phone Number
Date	E-mail Address
IN WITNESS WHEREOF: We have hereunto exe , 20	ecuted this Agreement this day of
ATTEST: PFEIFFER-NORTH STAN	NLY WATER ASSOCIATION
By Secretary/Treasurer	 Ву
Membership No	President