

CENTRAL WATER ASSOCIATION, INC.

APPLICATION FOR MEMBERSHIP AND/OR WATER SERVICE

The undersigned, hereinafter referred to as "the Applicant", hereby pertains for membership in and/or water service from Central 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 \$ _____, a non-refundable fee, which if this applicant is accepted by the Association, will constitute the Applicant's membership fee and new service fee, where required by the Association. In the event Applicant should move or discontinue service with the Association, the membership fee will not be refunded. In the event Applicant later rejoins the Association, the Applicant will be responsible for paying all fees including a new membership fee and service fee as well as any other fees applicable at the time, including any bills left from previous accounts.

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 the agreement to have adequate pipe, meter and other equipment in accordance with the requirements and specifications approved by the Association and the Mississippi Department of Health, 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. Member has responsibility to have meter readily accessible. If Association cannot get access to meter, the monthly bills will be estimated. The Association has the right to move the meter if it is not accessible for meter reading, maintenance and said Member will be responsible for the actual cost of moving the meter.

3. Applicant will mark with sufficient identifying marks where Applicant desires the water meter to be placed upon the premises; however, Applicant agrees that he 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 the 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 agrees to abide by current By-Laws, Rules, Regulations and Policies of the Association.

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 provisions of this agreement shall be construed to limit in any way the Association's rights or remedies in the collection of delinquent bills for water service, or sewer service, if applicable.

8. Applicant agrees to, and does hereby, grant unto the Association an easement for the construction, installation and maintenance of the Associates 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 premise where said pipe, meter and other equipment may be set by the Association. This paragraph shall not apply to a Lessee or Renter of property presently being served hereunder.

9. Applicant understands that only the Association will only discuss or otherwise conduct business on this Account with those names placed on the Account by the Applicant. It is the responsibility of the Applicant to notify the Association of any changes concerning the names on said Account.

10. 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.

11. Applicant in no way holds Central Water Association responsible for losses occurred in the event of the inability of our system to supply water.

12. Applicant agrees that they have followed the guidelines set forth by the Mississippi Department of Health regarding onsite waste disposal.

13. Central Water Association is an Equal Opportunity Provider and Employer.

DATED THIS THE _____ DAY OF _____, 20_____.

APPLICANT (PRINT NAME)

CO-APPLICANT: (PRINT NAME)

APPLICANT S.S. # OR DRIVER'S LIC #:

PHONE #:

ADDRESS:

ACCEPTED BY: _____ DATE _____

CENTRAL WATER ASSOCIATION, INC.