

**LANCASTER COUNTY WATER & SEWER DISTRICT
Lancaster, SC
Hereinafter referred to as the "Utility"**

**PLEASE EMAIL, FAX OR MAIL IN ALL OF THE APPLICATION PAGES
Failure to do so may delay processing of the application.**

**APPLICATION FOR WATER AND/OR WASTEWATER SERVICE
Industrial/Non-Residential/Non-Residential Irrigation**

APPLICANT

Name: _____ Account No.: _____

Tax ID/SSN: _____ Property Owner OR Rent/Lease

Service Address: _____ Closing/Start Date: _____

_____ Date of Application: _____

Billing Address: _____ Telephone No: Home: _____

_____ Work: _____

Email: _____

CO-APPLICANT: (REPRESENTATIVE SUBMITTING APPLICATION)

Name: _____ Date of Birth: _____

Email: _____ Telephone No: Home: _____

Job Title: _____ Work: _____

Type of Service: Industrial Non-Residential Non-Residential Irrigation

Type of Service: Water Wastewater Water and Wastewater

CONTRACT

Pursuant to 5 U.S.C. 552a(e)(3), as a part of the application for either water or wastewater service with Utility, you are required to provide your Tax ID number. It is not mandatory that you provide this information, however it is useful for account verification purposes. When you call to speak with someone regarding your account, you will be asked to provide your Tax ID number to confirm you are the account holder. Should you refuse to provide this information, Utility may not be able to process your application for water or wastewater service.

The undersigned (hereinafter referred to as "Applicant") hereby makes application for water and/or wastewater service at the above Service Address ("Premises") and agrees to pay for said services at the applicable rate, based on water consumption as measured by the Utility's water meter. The Co-Applicant as indicated above is another designated person the Applicant may choose to appoint on the Application for receiving account information and any records of the account in the absence of the Applicant.

The Applicant acknowledges that Utility has a perpetual easement in, over, under, upon, and across the above described land, and with such easement the right to erect, install, lay, use, inspect, operate, construct, reconstruct, maintain, and repair any service lines, and to perform any such other activities as may be necessary in connection with furnishing water and/or wastewater service to the Applicant, and to have free access to the premises of the Applicant for the purpose of installing, inspecting, reading, repairing and/or removing property, including water and/or wastewater infrastructure, of the Utility. Applicant further understands that the Utility shall have all of the rights set forth above even if Applicant's water and/or wastewater service has been

disconnected at the time the employee, agent, or assignee of Utility accesses Applicant's property. Should Utility require of Applicant a recordable easement, Applicant promises to execute such an instrument upon presentation thereof by Utility, failing which execution Applicant understands Utility may terminate or discontinue utility service to Applicant's property.

The Applicant agrees that all meters, pipes, regulators, and any kind of water and/or wastewater infrastructure placed on the Premises by the Utility shall not constitute a part of or an accession to the real estate but shall remain personal property, title to which shall remain in the Utility. Applicant further agrees to keep in repair all appliances and piping on said Premises related to the furnishing of water and/or wastewater service to the Premises (other than meters maintained by the Utility) and to report immediately to the Utility any leaks discovered with respect thereto.

The Utility shall have the right and privilege to connect the service lines of any other applicant to the service lines serving the Applicant which are located on the Premises and to thereby extend water and/or wastewater service to the adjoining or nearby property so long as such extension does not adversely affect service which Utility renders to the Applicant.

The Utility shall have the right, but not the obligation, to inspect any water and/or wastewater system installation, either before the Utility commences water and/or wastewater service to the Premises, or at any such later time as the Utility may deem necessary or appropriate. The Utility further reserves the right to reject any piping or appliances related to the furnishing of water and/or wastewater service which are not in accordance with any official Code, or with the Utility's standards; provided, however, that any inspection or failure to inspect by the Utility shall not be regarded as an indemnity against defects in installation, piping, or appliances and shall not render the Utility liable or responsible for any loss or damage resulting from defects in installation, piping or appliances, or from any violation of any applicable federal, state, or local code(s) or from accidents or occurrences which might occur upon the Premises.

If the Applicant is not the owner of the Premises when purchasing a new connection, the Applicant must obtain written consent from the owner of the Premises with respect to the furnishing of water and/or wastewater service thereto by Utility. Applicant must also sign this Contract, thereby assuming responsibility hereunder to the Utility.

The Applicant shall not connect or attempt to connect any property to the Utility's water and/or wastewater system, other than the Premises to be served by Utility pursuant to this Contract.

The Utility shall have the exclusive right to determine the location of any service lines connected to the Utility's distribution and/or collection system and to determine the allocation of water to the Applicant in the event of a water shortage. Utility may, in the sole discretion of Utility shut off water and/or wastewater service to Applicant if Applicant knowingly allows a connection or extension to be made to his/her service lines for the purpose of supplying water and/or wastewater to another person or entity.

The Utility shall have the right to determine meter and/or service line locations on the Premises. In most instances, meters and/or lines shall be located adjacent to the Applicant's property line at the location nearest to the Utility's main.

The Applicant hereby agrees that: (1) if any bill for water and/or wastewater services performed under this or any like Contract shall remain unpaid for thirty (30) days after such bill has been rendered; or (2) if the Applicant shall tamper with, molest or otherwise interfere with any meters, lines, or other equipment of Utility; or (3) the Applicant shall otherwise be in breach of this Contract or any of the "General Terms and Conditions" of the Utility which are now in effect or which may be promulgated at some later time, then the Utility, at its option, shall have the right to terminate this Contract and any like contracts providing for the service of water and/or wastewater to Applicant. Applicant agrees that Utility shall impose a non-payment fee on Applicant in the sum required by the regulations of the Utility in effect at that time and service may be terminated any time after non-payment fee is assessed.

It is hereby understood and agreed by and between the Utility and the Applicant that the Utility is under no obligation to extend a service line to the Premises unless the Applicant has installed water consuming and/or wastewater discharging plumbing facilities on the Premises which are equipped for immediate connection to the Utility's system, or unless the Applicant has furnished the Utility with satisfactory evidence that s/he has made satisfactory arrangements to have such facilities installed prior to the time that the service lines are extended to the Premises.

The Utility reserves the right to refuse water and/or wastewater service to the applicant and to refund his/her deposit, if any, if in the sole discretion of the Utility, service to the Applicant is uneconomical or if the applicant is not located on or adjacent to the Utility's system.

The Applicant agrees that this Contract is subject to the "General Terms and Conditions" and "Developer Policy" which are incorporated in this Contract by reference. Applicant is subject to the Utilities' Pre-Treatment Program and/or Oil & Grease Program, or any versions thereof imposed on District by a wholesale provider of wastewater treatment to the District. The "General Terms and Conditions", "Developer Policy", "Pre-Treatment Program", and "Oil & Grease Program" may be amended from time to time by the Utility or any wholesale provider, and all amendments or modifications to the "General Terms and Conditions", "Developer Policy", "Pre-Treatment Program", and "Oil & Grease Program" shall be binding upon the Applicant.

Initials: _____

Once this Contract has been accepted by the Utility, Applicant agrees to pay Utility a non-refundable water and/or wastewater connection and/or capacity fee in accordance with the standard rate then in force under the Utility’s regular schedule. Applicant further agrees to accept and pay for water and/or wastewater service at the regular rate(s) established by Utility as soon as such service(s) becomes available to Applicant. In the event that the Utility fails to complete the construction of service line(s) to the Applicant’s premises through no fault of the Applicant’s, the Utility shall reimburse Applicant for any connection and/or capacity fee which the Applicant has paid to the Utility pursuant to this paragraph. Any cost incurred by Utility will be deducted from the connection and/or capacity fee.

Applicant shall also pay to Utility, prior to commencement of water and/or wastewater service by Utility to Applicant, such deposit as is required under Utility’s standard rate of charge. Such deposit shall constitute an advance payment by Applicant against future water and/or wastewater service, repayable in water and/or wastewater service only, unless the Utility shall elect to refund such deposit upon termination of water and/or wastewater service to Applicant.

If Applicant pays for water and/or wastewater service pursuant to the provisions set forth above, Applicant shall be responsible for paying a minimum monthly charge to the Utility in accordance with the Utility rates then in effect, even if Applicant elects not to make use of such water and/or wastewater service. By his/her signature herein below Applicant acknowledges and agrees if the Applicant elects not to pay the minimum monthly charge to the Utility, the Applicant shall be deemed to have forfeited Applicant’s interest in such service(s) and will be required to pay a new connection and/or capacity fee at the rate then in effect prior to making use of such service(s).

In the event that Applicant fails to pay water and/or wastewater charges duly imposed by Utility in accordance with this Agreement and/or the Utility’s standard rate schedule, some or all of the following penalties shall be automatically imposed on the Applicant: (1) If Applicant’s payment for such utility service is not received in the office of the Utility by the due date as indicated on Applicant’s monthly bill, such penalty or penalties as are authorized by the General Terms and Conditions then in effect will be added to Applicant’s next monthly bill; and (2) Applicant’s utility service may be disconnected without any prior notice to Applicant; and (3) Utility may remove Applicant’s meter and retain Applicant’s initial connection and/or capacity fee, in which case Applicant shall be required to pay a new connection and/or capacity fee at the rate then in effect prior to the Utility’s reconnecting Applicant’s water and/or wastewater service.

Utility also reserves the right to refuse and return payments for less than the full amount billed. If the previous month’s bill has not been paid after the current bill is mailed, Applicant shall be required to tender payment in full for the delinquent bill. Utility is not responsible for mail service and the Applicant is responsible for payment of the monthly bill even though the monthly bill may not be delivered by mail service.

Utility also reserves the right to re-assess additional capacity charges for Non-Residential and Industrial applicants in the event the projected Unit Contributory Loadings from SC DHEC Reg. 61-67 supplied by applicant did not accurately represent the actual water usage upon occupancy. In the event the applicant wishes to increase or expand any water and/or wastewater distribution or collection system(s) on or for the said Premises, it is the Applicant’s responsibility to notify the Utility in writing of this increase prior to any increase or expansion. Utility will notify the Applicant of the Utility’s ability to provide additional water and/or wastewater services to the said Premises and of any required re-assessment of additional capacity and/or connection charges or fees.

This Contract shall run with the Premises so long as service is provided thereto by Utility pursuant to this Contract and shall bind any occupant on the Premises which is furnished any service hereunder.

Signed and Accepted _____
Applicant Signature Printed Name

*Signed and Accepted _____
Property Owner Signature Printed Name

Approved by _____ Date _____
Utility Rep.

***Property owner signature is not required for leases or rentals unless a new connection is purchased by the lessee or tenant.**