

**FRANKLIN COUNTY  
WATER SYSTEM**

P.O. BOX 159  
CARNESVILLE, GA 30521  
PHONE: 706-384-3318  
FAX: 706-384-7089

**WATER USER AGREEMENT  
(INDIVIDUAL CONNECTION)**

**Customer shall have 911 Address posted within 200 feet of where service is to be located. Customer will be provided with a white flag which is to be placed where the customer would like the service. A variance can be issued by our Water Superintendent or our County Manager. The county will place the service as close as possible to that location. Failure to have a 911 address posted and a white flag up will result in the county not providing service.**

This agreement between Franklin County, Georgia, a municipality chartered and existing under and by virtue of the laws of the State of Georgia hereinafter called the County and

\_\_\_\_\_  
Applicant Name – hereinafter called the User

\_\_\_\_\_  
Spouse's Name

\_\_\_\_\_  
Applicant's Social Security Number

\_\_\_\_\_  
Spouse's Social Security Number

\_\_\_\_\_  
Applicant's Driver's License Number

\_\_\_\_\_  
Spouse's Driver's License Number

\_\_\_\_\_  
Applicant's Date of Birth

\_\_\_\_\_  
Spouse's Date of Birth

Type Service Requested: \_\_\_\_\_ Water \_\_\_\_\_ Sewer

Meter Size: \_\_\_\_\_

WITNESSETH: That, Whereas, the User to purchase water for domestic or commercial uses from the County for:

Service Type: \_\_\_\_\_ Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Agricultural \_\_\_\_\_ Other \_\_\_\_\_

Customer Type: \_\_\_\_\_ Property Owner \_\_\_\_\_ Rental Customer  
Specify

\_\_\_\_\_  
911 Property Address (Meter Location)

\_\_\_\_\_  
Address for Billing (if different from 911 address)

\_\_\_\_\_  
Applicant's Home Phone #

\_\_\_\_\_  
Applicant's Cell Phone #

\_\_\_\_\_  
Applicant's Employer

\_\_\_\_\_  
Spouse's Employer

\_\_\_\_\_  
Employer's Address (Applicant)

\_\_\_\_\_  
Employer's Address (Spouse's)

\_\_\_\_\_  
Employer's Telephone # (Applicant)

\_\_\_\_\_  
Employer's Telephone # (Spouse)

\_\_\_\_\_  
Property Owner – If different from Applicant

\_\_\_\_\_  
Property Owner's Telephone

\_\_\_\_\_  
Property Owner's Address

\_\_\_\_\_  
Name of Close Relative (not living with applicant)

\_\_\_\_\_  
Relative's Telephone #

\_\_\_\_\_  
Relative's Address

Have you ever received water/sewer service from the Franklin County Water System previously? \_\_\_\_\_

If yes, give Dates, Name, and Address: \_\_\_\_\_

NOW THEREFORE, in consideration of the covenants, promise and agreements herein contained and agreed:

1. The County shall furnish, subject to the limitations provided for in service Rules and Regulations hereinafter provided of, such quantity of water User may desire in connection with his occupancy of property located at or near Franklin County, Georgia.
2. The User shall grant the County, its successors or assigns, the right of ingress over the real property of the User for installation, maintenance repair, and service of the facilities of the County, which may be situated thereon or adjacent thereto.
3. The User shall install and maintain at his own expense a service line which shall begin at a point designated by the County at his property line and extend to the dwelling and other portions of his premises.
4. The User's service line shall connect with the distribution system of the County at the place designated, if the County's water system is of sufficient capacity to permit the delivery of water to that point.
5. The User shall pay for water at such rates, time and place that shall be determined by the County and agrees to the imposition of such penalties for noncompliance as now set out in the current Rules and Regulations of which may be hereinafter adopted and imposed by the County.
6. The County shall purchase and install a cut-off valve and include a water meter in each service. Such cut-off valve shall be installed either off the user's premises or upon the User's property, within (3) feet of the property line. The County shall have exclusive rights to use such cut-off valve and water meter to turn on and off. The User shall furnish and maintain a private cut-off on the User's side of the meter.
7. The County shall make the final determination in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Users in the event of water shortage.
8. The County may shut off the water of a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another User.

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

- A. Nonpayment by due date listed on the bill will be subject to a penalty of ten (10) percent of the delinquent amount.
- B. Nonpayment for forty-five (45) days after original due date will result in the water being shut off from the water user's property. The User's current (as well as past due) water bill becomes due and payable on that date and thus all water bills including any charges must be paid in full before the User's water meter will be reconnected.
- C. Nonpayment for sixty (60) days after original billing date will allow the County, in addition to all other rights and remedies, to terminate service and in such event the water user shall not be entitled to receive, nor the County obligated to supply, any water under this agreement.

The User agrees to comply within the requirements of the State of Georgia that no other present or future source of water will be connected to any/all water lines served by the County water lines and will disconnect from his present water supply prior to connecting to and switching to the County's system when applicable.

The User shall connect his service lines to the County's distribution system and shall commence to use water from the County's system on the date that the water is made available to the User by the County. Water charges to the User shall commence on the date that water is made available by the County to the User providing that the plumbing connection has been made, but in no event later than sixty (60) days from said date.

In the event it becomes necessary for the County to shut off the water from the User's property for violation of the Rules and Regulations a fee will be charged for the reconnection of the service.

In the event the User shall breach this contract by (1) refusing or failing without just cause to connect his service line to the County's water system as set forth above, (2) refusing or failing without just cause to pay the minimum monthly water rate as established by the County upon the occurrence of either of said events, the User agrees to pay the County a lump sum of Five Hundred Dollars (\$500.00) or the actual cost incurred by the County in providing service as a result of this agreement, whichever is greater, as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages for that a breach by the User in either of the respects set forth above will cause serious and substantial damages to the County, and it will be difficult, if not impossible to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

The foregoing notwithstanding, the County reserves the right to make or amend the ordinances or the Rules and Regulations of the system from time to time, and the User agrees to above by such changes upon notice thereof.

Receipt initial connection fee of \$ \_\_\_\_\_ is hereby acknowledged by the County.

Receipt initial account establishment fee of \$ \_\_\_\_\_ is hereby acknowledged by the County.

The undersigned applicant for water service hereby waives and releases unto the County all his rights and claims, his heirs, legal representatives and assigns for any and all loss of damage of any nature to the person or property of the subscriber which may or shall be caused by the County, its agents, employees, and officials, in or as a result of the creation, installation, maintenance, and operation of said water system and does likewise indemnify and save harmless the County from all claims and damages of any nature to person or property of others which may or shall arise as a result thereof.

In Witness Whereof, we have hereunto executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Franklin County:

User:

\_\_\_\_\_  
County Employee's Signature

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Title (If Business)

Note: A User Agreement submitted by a Corporation must be signed by principal executive office of at the level of Vice President or his duly authorized representative is responsible for the overall operation of the facility described on page one. In the case of a partnership or proprietorship, a General Partner of the proprietor must sign the agreement, respectively.