

HICO UTILITY COMPANY, LLC

PO Box 156, Meridianville, AL 35759
Phone: 256-693-1706 Email: hicoutility@gmail.com

--WASTE WATER SERVICE AGREEMENT--

I, we, the undersigned [Full Name] hereby request wastewater service by HICO UTILITY COMPANY, LLC or its subsidiaries ("Utility") at the service address and for the use stated below and none other. Consumer agrees to promptly pay the service fees, required deposits, late fees, cut-off fees, after-hour fees and all other charges and fees of the Utility at Utility standard rates as set by Utility, now or at any future time, and to comply with Utility's rules, regulations and policies, as modified from time to time by Utility ("Rules"). Utility's obligation to provide waste water service is subject to (i) Utility's acceptance of application and (ii) the provisions of any sewer license, franchise, easement, right-of-way or other agreements that may exist between Utility and any governmental authority or other person. Utility shall have exclusive right to furnish such service(s) to the Service Address. Consumer will read and comply with the governmental authority or other person. The signed application, together with a copy of Consumer's valid Driver's License and applicable Charges, must be submitted to Utility at the address set forth above.

Consumer further agrees that:

- 1. Utility retains title and has the sole right to use all meters, connections and other property furnished by it and may remove them at any time; and
2. Consumer is responsible for the safekeeping of all property of Utility at the Service Address; and
3. Consumer consents to Madison County Water Board releasing to Utility, water consumption at the Service Address for exact calculation of Sewer Services as needed from time to time;
4. Consumer grants and guarantees free right of access by Utility employees, agents and contractors to meters, connections and other property of Utility at the Service Address without obstruction (e.g. shrubs, decks, porches, vehicles, animals, fences, ect., or human intervention); and
5. Consumer will keep the service line, all other piping, all plumbing fixtures and fittings and all appliances at the Service Address in good and safe operating condition, first notifying the Utility prior to having repairs made to the service line, and will report immediately to the Utility any leaks discovered; and
6. Consumer will not connect supplementary water or sewer service to a new or existing meter or connections on the Utility system.
7. Consumer will notify Utility within 10 days prior to vacating the service address or service discontinuance for any reason; and
8. Consumer agrees that Utility will not refund any payments made by consumer for extension of waste water collection lines to the property line of the Service Address unless required under a separate agreement with Utility; and
9. Consumer agrees that Utility may install or cause to be installed a cut-off valve on the water service line at the Service Address, and that upon a Default, Utility has the absolute right 10 days after notice to the Service Address to stop water service to the Service Address by use of the cut-off valve, Utility has the right to do so without notice in the event of an emergency or if damage to Utility's system or plant is likely to occur or Utility is otherwise likely to incur liability. Use of cut-off valve to terminate waste water service will also result in the termination of water service, but Consumer must continue to pay the minimum fee for water service if required by the water service provider.
10. Discontinuance of Service: Consumer understands and agrees that:
a. 10 days after notice to the Service Address (or immediately and without notice in the event of an emergency or if damage to the Utility system or Plant is likely to occur or Utility is otherwise likely to incur liability), Utility can cut off water and wastewater service to the Service Address if Consumer fails to pay any charges, fails to comply with any of the regulations or fails to comply with any provision of this contract ("Defaults");
b. Consumer must pay any fee associated with disconnection and/or reconnection to reinstate service, and if reinstatement of service occurs after hours, Consumer must pay an additional after hour call out fee and;
c. Consumer must pay all charges in full before service will be reinstated; and
d. Utility employees or contracted agents are not allowed to collect payments in the field without special authorization from management; and
e. Utility employees and contracted agents must disconnect all accounts that are delinquent; and
f. Consumer must pay any unpaid charges promptly at time service is discontinued; and
g. Consumer agrees that if any tampering or removal of "cut-off" valve has taken place at service address Utility has the right to use other means for disconnecting service to service address. All cost associated with independent contractor fees are the sole responsibility of Consumer and will be due before reinstatement of sewer service.
11. Consumer will pay a late fee equal to 10% of any charges that remain unpaid following the delinquent date shown on the Utility bill. Consumer will pay or reimburse Utility for all cost and expenses, including, but not limited to, reasonable attorney's fees, collection fees, and interest, incurred by the Utility in collecting or attempting to collect any charges or other sum due from Consumer to Utility; and Consumer waives all rights of exemption as to personal property under the Constitution and Laws of this State or any other State; and
12. Utility agrees to use its best efforts to provide continuous, uninterrupted sanitary sewer service to the service address. Equipment failure, accidental damage, vandalism, acts of God and other circumstances beyond the control of the Utility may interrupt service. Utility does not warrant that there will be no interruption in service. Consumer agrees that Utility will have no liability of any type to user of the Sewer System for any damage, loss, cost or liability which may arise out of or result from an interruption of sewer service, including interruption from default in service agreement.

Signature of applicant 1 _____ Date _____

Signature of applicant 2 _____ Date _____