



Pace Water System, Inc.
 Pace Property Finance Authority, Inc.
 4401 Woodbine Road
 Pace, FL 32571
 850-994-5129
 Fax: 850-994-6920

WATER & SEWER TAP USAGE AGREEMENT

Application Date: _____

Service Requested by Date: _____

Service Address: _____

Own or Rent: _____

Customer Name: _____

Mailing Address: _____

Social Security Number: _____

Driver's License Number: _____

Water Tap _____

Sewer Tap _____

Reuse Water Tap _____

Water Deposit _____

Sewer Deposit _____

 Customer Signature

 Date

Your signature above indicates that you have read and understand all terms and conditions of the Usage Agreement set forth on page 2 of this document.

Pace Water System Water & Sewer Usage Agreement

This agreement is by and between Pace Water System, Inc. & the Pace Property Finance Authority, Inc., herein collectively called "Pace", and the above referenced Water/Sewer User, a member of Pace, hereinafter called "Member". The parties to this agreement acknowledge and agree to the following:

1. The Member desires to purchase farmstead, domestic, residential or commercial water from Pace and enter into a water/sewer users agreement as required by the bylaws of Pace.
2. Pace acknowledges receipt of the above amount of deposit/tap-on fee as a payment for and/or security for water and/or sewer service.
3. For residential or commercial use Pace shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic, farmstead, residential and/or commercial purposes as the Member may desire in connection with his occupancy of the above described property.
4. For water usage, the Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or commercial building, and other areas of his property.
5. For sewer usage, the Member shall install and maintain at his or her own expense a service line that shall begin at Pace's collection system line and shall extend to the dwelling place of use. The service line shall connect with the collection system of Pace at the nearest practical location, provided Pace has determined in advance that Pace's sewer system is of sufficient capacity to permit service at that point. Pace in its sole discretion shall determine how practical the connection location is. Furthermore, Pace shall not be required or obligated to install any service lines along or within any private easement or other property interest, held by Member or any other person, established for access to the Member's property.
6. The Member agrees to properly abandon his own septic tank at his expense if he connects to Pace's collection system for sewer usage.
7. If the Member is connecting to Pace's collection system for sewer usage, the Member represents to Pace that the Property is currently provided water services by Pace.
8. If the Member has purchased as sewer tap fee for the Property, the sewer tap fee which the Member has purchased shall be applicable only to the Property and shall not be transferable to any other location without special approval from the Board of Directors of the Pace Water System, Inc. Such special approval by the Board of Directors shall only be granted in extraordinary circumstances.
9. All service lines for sewer usage installed by the Member must contain a lateral cleanout located where the Pace collection system for sewer usage intersects the boundary of Member's Property line. The Member is responsible for maintaining such cleanouts in a visible and accessible manner at all times.
10. No part of the tap-on fee shall be refunded as this fee is to help defray the cost of adding new service.
11. The Member shall pay for such water and sewer services at such rates, time and place as shall be determined by Pace.
12. The Member agrees to inform all purchasers of the property of the existence of this agreement.
13. The Member is responsible for ensuring all water sources are turned off as Pace will not be responsible for flooding.

DEFAULT: Pace shall have the following rights and remedies in the event a Member fails to timely pay water &/or sewer charges, and /or to comply with any of the terms of this agreement:

1. Non-payment by the due date will be subject to a penalty of ten (10) percent of the delinquent account.
2. All accounts 30 days past due will be assessed a delinquent charge of \$50.00 and be subject to disconnection. An additional \$25.00 will be charged if the customer's request for reconnection is made after 2:00 p.m. for reconnection on the same day.
3. If the non-compliance is for a breach of any provision of this agreement other than non-payment, the discontinuance of water and sewer service (if applicable) shall continue until such non-compliance is corrected.
4. NO DISCONNECTION OF WATER SERVICE WHEN SEWER SERVICE IS PROVIDED: It is mandatory that the Member receive water service at all times when sewer service is provided to the Member's property, and the Member agrees not to disconnect from Pace's water service if the Member receives sewer service from Pace. If for any reason the Member does disconnect from Pace's water service while sewer service is being provided to the property, the Member agrees that Pace shall have the following remedies, which shall be cumulative:
 - A. Unless and until the Member reconnects to the water service of Pace, Member shall pay the maximum amount for sewer service that Pace charges for residential use, if the Member is a residential user. If the Member is a commercial user, the Member agrees to pay the maximum monthly rate for sewer service.
 - B. Pace shall have the right to receive a mandatory injunction against the Member from a Court of competent jurisdiction requiring the Member to reconnect to Pace's water service.
5. In any litigation between Pace and the Member which in any way is related to the terms and provisions of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs from the losing party.