



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

## WATER & SEWER TAP USAGE AGREEMENT

Phone Number: \_\_\_\_\_  
Application Date: \_\_\_\_\_  
Service Requested by Date: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Own or Rent?: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_

<i>Water Tap</i>	_____	<i>Water Deposit</i>	_____
<i>Sewer Tap</i>	_____	<i>Sewer Deposit</i>	_____
<i>Reuse Water Tap</i>	_____		

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

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

This agreement (the "Agreement") is by and between The Pace Water System, Inc. & the Pace Property Finance Authority, Inc., herein collectively called "Pace", and the above-referenced a member of Pace, hereinafter called "Member". Pace and Member shall collectively be referred to as the "Parties", and the Parties acknowledge and agree to the following:

1. Member desires to purchase a service from Pace that shall include one or more of the following services provided by Pace: farmstead, domestic, residential, or commercial water, sewer, or reuse water service. The service provided by Pace to Member, whether it is one or multiple of the prior listed services, shall be referred to collectively herein as the "Service".
2. To evidence the Parties' understanding regarding the Member's responsibility and Pace's responsibility for the Service, the Parties have read and agree to the terms of this Agreement.
3. **For water service:**
  - Member shall install, maintain, and repair, at Member's expense, a water service line and any other necessary infrastructure that shall begin at Pace's water meter and extend onto Member's property for use on Member's property.
  - Pace shall furnish, subject to Pace's capacity as determined in Pace's sole discretion, the quantity of water Member desires to serve Member's property.

**MEMBER IS RESPONSIBLE FOR ALL WATER SOURCES ON MEMBER'S PROPERTY, INCLUDING MAKING SURE THE WATER SOURCE IS TURNED OFF TO PREVENT FLOODING. PACE SHALL NOT BE RESPONSIBLE FOR FLOODING OR ANY DAMAGE CAUSED PURSUANT TO A WATER SOURCE ON MEMBER'S PROPERTY.**

4. **For sewer service:**
  - Member shall install, maintain, and repair at Member's own expense a sewer service line and any other necessary infrastructure that shall begin at Pace's sewer collection system line and shall extend onto Member's property for use on Member's property.
  - The sewer service line shall connect with Pace's sewer collection system at the nearest practical location at which Pace has determined in advance that its system has sufficient capacity to permit service. Pace, in its sole discretion, shall determine the connection location. Furthermore, Pace shall not be required or obligated to install any sewer 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.
  - Member shall properly abandon Member's septic tank at Member's expense immediately upon receiving Pace's sewer service.
  - Water service to Member's property must be provided by Pace, Chumuckla Water System, or Bagdad-Garcon Point Water System.
  - All sewer service lines installed by Member must contain a lateral cleanout located at the intersection of Pace's sewer collection system and Member's property boundary line.
  - Member shall maintain the lateral cleanout and surrounding area so the cleanout is always functional, visible and accessible.
5. **For reuse water service:**
  - Member shall install, maintain, and repair, at Member's own expense, a reuse water service line and any other necessary infrastructure, including a backflow preventer, that shall begin at Pace's reuse water meter and extend onto Member's property for use on Member's property.
6. **For all Services:**
  - Pace acknowledges receipt of a deposit from Member in the amount stated on the previous page as security for the payment of the Service. The deposit shall be retained by Pace until Service to Member's property is terminated; at which time, the deposit shall be refunded to Member less any amount owed by Member to Pace on a final bill for Service provided.
  - If Member purchases a Service tap for the Property, the Service tap fee shall be applicable only to the real property for which the tap is purchased and shall not be transferable to any other property without special approval from Pace's Board of Directors ("BOD"). Special approval by Pace's BOD to transfer a tap location shall only be granted in extraordinary circumstances.
  - No portion of the Service tap fee shall be refunded to Member.
  - Member shall pay for Service at the rate, time, and place as determined and established by Pace's BOD.
  - Member agrees to inform all purchasers of the Member's property of the existence of this Agreement.
7. **Default.** Pace shall have the following rights and remedies if a Member fails comply with any of the terms of this Agreement:
  - Member shall be charged a penalty of ten (10%) percent of the delinquent account for non-payment by the due date.
  - An account over 30 days past due shall be assessed a delinquent charge established by Pace's BOD and shall be subject to disconnection.
  - If a Member's requests for same-day reconnection is after 2:00 p.m., an additional fee will be charged for reconnection that day.
  - If Member breaches of any provision of this Agreement other than nonpayment, Pace shall disconnect Service which shall remain disconnected until the noncompliance is corrected to the satisfaction of Pace and any other governing or regulatory entity.
8. **NO DISCONNECTION OF WATER SERVICE WHEN SEWER SERVICE IS PROVIDED.** Member must receive water service at all times when sewer service is provided to Member's property, and Member agrees not to disconnect the water service if Member receives sewer service from Pace. If for any reason water service to Member's property is disconnected while sewer service is being provided to the property, Member agrees that Pace shall have the following remedies, which shall be cumulative:
  - Unless and until the Member reconnects to the water service, the Member shall each month pay *three (3x) times the monthly rate* charged for sewer service for the month prior to disconnection; and
  - Pace shall have the right to receive a mandatory injunction against Member from a Court of competent jurisdiction requiring Member to reconnect to the water service.
9. In any litigation between the Parties that is 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.