

P. O. Box 2230
516 Village Road
Leland, N.C.

BUSINESS OR BUILDER APPLICATION
BRUNSWICK REGIONAL WATER & SEWER

(O) 910 371-9949
(F) 910 371-6441

BUSINESS NAME _____ FEDERAL TAX ID # _____

NAME OF OWNER _____ DRIVER'S LICENSE # _____ STATE _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

SERVICE ADDRESS _____ #BEDROOMS _____ LOT# _____ SUB-DIVISION _____ TOWN _____

TELEPHONE: HOME NO: _____ OFFICE NO: _____ CELL NO: _____

I agree to pay the Brunswick Regional Water & Sewer monthly charges as computed by the monthly rate schedule in effect at the time of usage and initial hook up fees as described below:

	WATER	IRRIGATION	SEWER
1. METER	\$ _____	\$ _____	\$ _____
2. TAP FEE	\$ _____	\$ _____	\$ _____
3. IMPACT FEE	\$ _____	\$ _____	\$ _____
4. SECURITY DEPOSIT	\$ _____	\$ _____	\$ _____
5. ADMINISTRATION FEE	\$ _____	(NON REFUNDABLE)	
6. SYSTEM DEVELOPMENT FEE	\$ _____	\$ _____	\$ _____
7. CAPITOL RECOVERY FEE	\$ _____	\$ _____	\$ _____
8. GRINDER PUMP (Reg. Service Area)			\$ _____
<u>TOTAL CHARGES:</u>	\$ _____		

SIGNED _____ DATE _____

THE ABOVE MUST BE PROVIDED TO BRUNSWICK REGIONAL WATER & SEWER H2GO BEFORE METERS WILL BE SET

FOR OFFICE USE ONLY

PREVIOUS ACCOUNT: _____

AMOUNT PAID: (CASH) _____ (CHECK #) _____ RECEIPT # _____ DATE _____

PERSON TAKING APPLICATION _____ DATE SERVICE TO START _____

SERVICE OR WORK ORDER ISSUED: (WATER) (IRRIGATION) (SEWER)

COMPUTER: NEW ACCOUNT # _____ INITIAL SET UP: _____

RATE CODES: WATER _____ IRRIGATION _____ SEWER _____

CHARGES APPLIED: _____ DATE _____ LOCATION ATTACHED _____ DATE _____

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS AGREEMENT, made and entered into between the BRUNSWICK REGIONAL WATER AND SEWER, a body politic and corporate, party of the first part (hereinafter known as "H2GO"); and applicant signed on this application, parties of the second part (hereinafter referred to as "Responsible Party").

WITNESSETH:

WHEREAS, H2GO operates a water supply system and sanitary sewer system; and

WHEREAS, the Responsible Party desires to connect the property described on the front of the application to said system, in order to purchase and use the water and/or sewer service supplied by H2GO;

NOW THEREFORE, in consideration of the premise and the mutual covenants, promises and agreements hereinafter set forth, it is hereby understood and agreed by the parties hereto as follows:

1. H2GO will designate for each service connection the location for all installations of the required H2GO Service Facilities (including water meters and service laterals) necessary for connections to H2GO's pipelines, and will specify the location, size, kind and quality of all materials constituting the H2GO Service Facilities up to the connection on the Consumer's side of H2GO's meter and/or service lateral. Each Responsible Party shall provide H2GO's representatives and employees free, reasonable and safe access to Brunswick Regional Water and Sewer Service Facilities. H2GO shall have no liability for failure to make a service connection available within any particular time period.

2. The Responsible Party has paid to H2GO at the time of the execution of this agreement the amount specified on the front of this application, or arrangements have been made with H2GO for payment of same; and, if applicable, will provide all necessary documents according to Section 3.9 of the Rules and Regulations for Water, and Article V of the Rules and Regulations for Sewer.

3. A one-time security deposit will be required on each individual service account which will be non-interest bearing, and must be paid before the water service is turned on or sewer service is accepted. The amount required is shown on the front of this application and will be refunded, less any outstanding balance, upon disconnection of service facilities and/or termination and close-out of the service account.

4. The Responsible Party does hereby agree to grant to H2GO, its successors and assigns, a perpetual easement, in, over, under, and upon the described land on the front of this application, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipe and/or sewer pipe lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Responsible Party or the purpose of ingress to and egress from the lands described on the front of this application.

5. The Responsible Party shall install and maintain at his own expense a service line that shall begin at H2GO's end of service and extend to the residence or place of use. The Responsible Party shall connect his service line to H2GO's distribution system with valves, backflow prevention devices, materials and specifications as required and approved by H2GO and shall execute a users agreement, make the required deposit and commence to use water and/or sewer service from the system on the date the service is made available by H2GO. Charges to the Responsible Party shall begin on the date service is made available by H2GO or in any event, within ninety days after service is available regardless of whether the Responsible Party has connected to the system.

6. H2GO shall purchase and install a cut-off valve and will also include a water meter and meter box in each water service. H2GO shall have exclusive rights to use such cut-off valve and water meter. H2GO shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Responsible Parties in the event of a water shortage; and may shut off water to any Responsible Party who allows a connection or extension made to his service line for the purpose of supplying water to another user.

7. The Responsible Party agrees that no other present or future source of water will be connected to any water line served by H2GO's water lines and will disconnect from its present water supply prior to connecting to and switching to H2GO's system and shall eliminate their present or future cross connection in their system.

8. The Responsible Party agrees to comply with and be bound by the rules and regulations of H2GO now in force, or as hereafter duly and legally supplemented, amended or changed and further agrees to the imposition of such penalties for non-compliance as may be set forth in H2GO's Rules and Regulations.

9. In the event the Responsible Party shall breach this contract by refusing or failing, without just cause, to connect his service line to H2GO's distribution and/or collection system as set forth above, the Responsible Party shall forfeit the connection fee paid and 10% of Impact Fees and Capital Recovery Fees at the time of the execution of this agreement and the Responsible Party further agrees to pay to H2GO a lump sum of \$100.00 as liquidated damages. It is expressly understood and agreed by the parties hereto, that the said amount is agreed upon as liquidated damages in that a breach by the Responsible Party in either of the respects set forth above would cause serious and substantial damages to H2GO, and it would be difficult, if not impossible to prove the amount of such damages. The parties have hereto computed, estimated, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty in estimating with exactness the resulting damages.

10. By signing this Water & Sewer Application, you are acknowledging your understanding of all applicable H2GO Water Use and Sewer Use Rules and Regulations; and you are accepting responsibility for all fines, penalties, and charges for unauthorized meter tampering, meter bypassing, and/or illegal cross-connections. A full set of H2GO Rules and Regulations is available upon request.

Responsible Party Signature Builder Owner Tenant

Brunswick Regional Water and Sewer H2GO