

SEWER USER AGREEMENT

(Water provided by Bagdad-Garcon Point Water System)

User(s) Name: _____

Address of Property: _____

Mailing Address (if different): _____

Telephone #: _____ Account #: _____

Deposit \$ _____ Connection Fee \$ _____

This Agreement entered into between Pace Water System, Inc., a Florida not-for-profit corporation, hereinafter "Pace", and "User(s)" as designated above.

WITNESSETH

WHEREAS, User desires to enter into a Sewer User Agreement to allow Pace Water System, Inc., a Florida not-for-profit corporation, hereinafter "Pace", to provide domestic sewer services to User's real property, referred to herein as the "Property" and more particularly described on the attached **Exhibit A**;

WHEREAS, the Property currently has water service being provided to it by Bagdad-Garcon Point Water System, Inc., hereinafter "Bagdad";

WHEREAS, the amount of the User's sewer bill from Pace shall be based upon the User's water usage; therefore, in order for Pace to calculate the User's sewer bill, Pace must obtain User's water usage records from Bagdad; and

WHEREAS, User consents to and shall allow Bagdad to provide to Pace all information regarding User's water usage records.

THEREFORE, User hereby acknowledges and agrees as follows:

1. User shall install and maintain, at his or her own expense, a service line on the Property connecting from the dwelling or other service area to the sewer system. All gravity sewer service lines must contain a lateral cleanout located where the Pace connection system for sewer usage intersects the boundary of the Property line. User shall be responsible for maintaining such cleanouts in a visible and accessible manner at all times.

2. User shall pay for sewer services at such rates, time, and place as is determined by Pace.

3. User understands and acknowledges that his or her sewer bill from Pace is based upon User's water usage as determined by Bagdad, if available. User hereby agrees to allow Bagdad to provide to Pace any and all water usage records, meter readings, or other information necessary for Pace to properly assess and calculate the appropriate sewer bill and charges that User shall owe to Pace.

4. In consenting to Bagdad providing the above-described information to Pace, User hereby waives any rights or privileges that may be afforded to User preventing the disclosure of such information from Bagdad to Pace pursuant to any privacy acts or other statutory or common law protections regarding such information.

5. IN ADDITION TO ALL OTHER LEGAL REMEDIES AVAILABLE TO PACE, USER ACKNOWLEDGES AND AGREES THAT ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FAILURE OF USER TO PAY CHARGES DULY IMPOSED BY PACE WITHIN THIRTY (30) DAYS FROM THE DUE DATE, MAY RESULT IN THE AUTOMATIC DISCONNECTION OF WATER SERVICE TO THE PROPERTY BY BAGDAD.

6. In the event that the water service is disconnected for failure to pay sewer charges, User shall be subject to a sewer reconnection fee and must pay all of the outstanding account charges and late fees owed to Pace including the current month's charges through the date of reconnection, prior to having service restored.

7. In the event of any litigation between Pace and User relating to any term of provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all legal costs, including but not limited to attorney's fees and expenses and court costs.

IN WITNESS WHEREOF, the undersigned had executed this Agreement on this the date provided following their signatures below.

Pace Water System, Inc.

User

By: _____

Its: _____

User

Date: _____

Date: _____