

STATE OF NORTH CAROLINA

AGREEMENT FOR INTERRUPTIBLE WATER SUPPLY

COUNTY OF LINCOLN

THIS AGREEMENT is entered on the ____ day of _____, _____, by and between the Lincoln County Department of Public Works (hereinafter referred to as County) and _____ (hereinafter referred to as Customer);

WHEREAS, Customer has requested that the County furnish a supply of water for agricultural and irrigation use; and

WHEREAS, the parties have negotiated a rate for the supplying of such water based upon an interruptible supply of such water; and

WHEREAS, this agreement is based upon valuable consideration, including a negotiated rate for supply of interruptible water.

NOW THEREFORE, the parties hereby convene and agree as follows:

1. County shall furnish water to Customer on an interruptible basis, subject to the following conditions:
 - a. The Customer shall pay the regular tap fee, meter fee and availability fee as applicable;
 - b. Connection of the Customer's lines to the water meter shall be the full responsibility of the Customer;
 - c. The Customer shall install an approved backflow device on the Customer's line in accordance with the County's requirements;
 - d. The County shall have the unquestioned and unequivocal right to unilaterally stop the flow of the water at such tap or meter at the County's sole discretion and the customers hereby expressly waives all rights to any damages caused by shutting off or discontinuation of the water supply, as well as any right to recover any cost of construction or installation of lines or taps.
 - e. The rate charged for water under this agreement and paid by the Customer to the County shall be as is noted on the County's official water rate table;
 - f. This rate shall apply only to established metering points;
 - g. The County may terminate the supply of water to Customer under this agreement at any time with or without cause. In the event that it becomes necessary to terminate the supply of water under this provision, the County shall provide such advance notice as is reasonably possible to the Customer, it is expressly acknowledged and agreed by the parties hereto that the supply of water under this agreement is uncertain and

unpredictable and that circumstances may arise in which this supply of water must be immediately terminated by the County without any notice whatsoever to the Customer.

- h. The parties further acknowledge and expressly agree that this agreement is entered with full knowledge and understanding of the foregoing recitations, that the rage herein provided was negotiated specifically in view of the possibility and probability of curtailment or interruption in the supply of water at anytime, and that the Customer is entering into this agreement, assuming any and all risk of loss which may be occasioned by the curtailment or interruption in the supply of water at anytime under this agreement.

IN WITNESS WHEREOF, the parties have each se their hands and seals, the day and year first above written.

LINCOLN COUNTY PUBLIC WORKS

BY: _____
Director

Customer Name (printed)

Customer’s Signature

Mailing Address

City, State, Zip Code

Area Code and Phone Number

Service Address of Meter

City, State, Zip Code