

**HENRY COUNTY PUBLIC SERVICE
AUTHORITY SEWER/WATER AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the undersigned (whether collectively or individually) and the Henry County Public Service Authority, hereinafter referred to as PSA.

WITNESSETH:

In consideration of and for PSA providing water and/or sewer services at and in respect of the real property described hereinafter, the undersigned agrees that he shall be bound by the following terms and conditions:

1. The undersigned agrees to abide by the provisions of the Virginia Water and Waste Authorities Act, by all duly enacted ordinances of Henry County, and by the Rules, Regulations and Resolutions of PSA now or in the future in effect, including but not limited to the provisions thereof which provide for the timely payment of all service fees and charges as promulgated and adopted by PSA, including but not limited to non user fees where applicable.

2. The undersigned represents that the information contained hereinbelow in Schedule A is true, correct and comprehensive. The undersigned further acknowledges that PSA has relied upon said representations and that any misrepresentation contained upon Schedule A shall be deemed a breach of this Agreement.

3. The undersigned shall be solely responsible for installation, operation and maintenance at his sole expense of all lines, fixtures, valves and other devices necessary to connect to the PSA's mains. (This provision shall apply unless the undersigned is eligible to continue to use a domestic supply or source of potable water or, in the case of sewage services, a private septic or domestic sewage system meeting applicable Virginia Department of Health standards and elects not to connect to PSA water or sewer in accordance with the applicable provisions of Section 15.2-5137 of the Virginia Code.)

4. The PSA, whenever necessary, shall have the right to limit the amount of water used by the undersigned or to cut off same entirely, without liability.

5. The undersigned agrees to give at least two business days notice before discontinuing service at the subject property so that the meter may be read for the final bill.

6. In the case of a leak or damage to meter or pipes on the premises of the undersigned, services may be discontinued until the undersigned makes the necessary repairs.

7. In the event that the undersigned fails to pay the entire bill within the due date the undersigned shall be liable to PSA for a late charge of 10% of the aggregate amount of each such delinquent installment. Moreover in the event of such failure the services will be subject to cutoff and the undersigned will be charged in addition to all delinquent payments and late charges, a reconnection fee of \$20.00. The reconnection fee will increase by \$10.00 for each subsequent reconnection in any 12 month period, up to a maximum amount of \$50.00.

8. The undersigned agrees to pay a nonrefundable Accounting Fee in the amount of \$ _____ contemporaneously with the execution of this Agreement.

9. Should damage be caused to any PSA's mains, lines, fixtures, meters, valves or any other property of PSA by any acts or omissions of the undersigned, members of the undersigned or the undersigned's successors or assigns, the undersigned shall indemnify and hold harmless the PSA for the cost of repairs or replacement of such mains, lines, fixtures, meters, valves or any other property.

10. Should the undersigned breach any provisions of this Agreement or fail to perform any of their undertakings hereunder, PSA shall be entitled to take any and all actions and invoke any and all remedies available to it under statutory or common law, including but not limited to, the right to cease the provision of services hereunder and the right to impose and enforce liens as provided by statute upon the property described in the Schedule A.

11. Should PSA be required to institute or defend any litigation arising hereunder as a result of breach by the undersigned of any of the undertakings of the undersigned herein, the undersigned shall be responsible for PSA's reasonable attorney fees.

Applicant(s)

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

If executed in person at the Henry County Public Service Authority Customer Service Office:
Witnessed by _____ Printed Name: _____,
on behalf of said HENRY COUNTY PUBLIC SERVICE AUTHORITY.

If executed outside of the Henry County Public Service Authority Customer Service Office:
STATE OF _____ AT LARGE,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

My Commission expires: _____

Notary Registration Number: _____

Notary Public