

BOCILLA UTILITIES WATER SERVICE AGREEMENT

THIS AGREEMENT made and executed this day of _____(Date)
by and between _____(Owner Name),
_____(Legal Description), Palm Island,
_____(Street Address), Charlotte County,
hereinafter referred to as “Customer,” and BOCILLA UTILITIES, INC., a Florida
corporation, hereinafter referred to as “Utility”.

WITNESSETH:

WHEREAS, Utility owns and operates water treatment facilities in Charlotte
County capable of serving customer in addition to the present customers of Utility and;

WHEREAS, Customer has requested Utility to serve a residential development
located on the property described as:

Lot #_____, Block #_____
Palm Island Estates, Unit #_____
Palm Island
Charlotte County Florida

WHEREAS, Utility proposes to serve the customers within the areas encompassed
by Utility’s franchise area and;

WHEREAS, Utility has agreed to furnish water to said property, and to enter into
a contract with Customer specifying provisions and terms concerning same;

NOW, THEREFORE, for and in consideration of the mutual promises and
obligations hereinafter set forth, the parties do hereby agree as follows:

1. UTILITY AGREES:

- A. To furnish to those customers located on the property described above during the term of this Agreement or any renewal or extension thereof, potable treated water in accordance with all applicable governmental regulations.
- B. To furnish water at a reasonable constant normal pressure in accordance with all applicable government regulations. Emergency failure of pressure or supply due to breaks in the main water supply line or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of Utility shall excuse Utility from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions
- C. Utility will, at all times, operate and maintain its treatment facilities in an efficient manner and will take such action as may be necessary to provide the capacity required. Circumstances resulting in the temporary of partial failure to deliver water

as required by this Agreement shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to Utility for distribution to its Customers is otherwise diminished over an extended period of time, the supply of water to the Customer shall be reduced or diminished in the ratio or proportion as the supply to Utility's other customers is reduced or diminished.
- D To provide water in such quantity as may be required by the Customer, up to but not exceeding an average of 300 gallons per day.

2. CUSTOMER AGREES:

- A. 1) To pay Utilities service connection charges in the amount of \$2,738.31
- 2) To pay Utility a water main extension charge of (N/A).
- 3) To pay Utility \$365.00 as a water meter connection charge for installation of 5/8 x 3/4 meter.
- B. Payments for the above items will be made upon submission of appropriate billing by Utility.

- C. Customer recognized that the above charges are based upon the actual current approved connections charges. Customer agrees that if charges change or if new charges are approved and are in effect at the time of connection, he will pay or be reimbursed for the difference between the current charges and those in effect at the time of connection and any new charges required at the time of connection.
- D. The charges contained in this Agreement are based upon the maximum gallons of usage to be supplied to Customer, and Utility reserves the right to revise such figures to conform to the actual usage, which may be computed at any time by averaging the prior (3) month period during any calendar year during the life of this Agreement. Customer agrees to pay any additional charges that would be required by applying current rates of those applicable during the three (3) month period that generated the increase to any re-compute gallons of usage.
- E. Any line extensions or other facilities required to be installed by Utility to supply the services set forth herein may be constructed by Utility prior to the dates when payments may be due from Customer, and Customer shall nonetheless be obligated for such payments as are required in this Agreement.
- F. Utility is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement.
- G. All rates and charges made by Utility to Customer, and to future customers who will be serviced by Utility, shall be made in accordance with such tariff filed by Utility with the Charlotte County and the Florida Public Service Commission as such tariff may be amended from time to time and adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority.
- H. That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by customers, or the acceptance thereof on the part of the Utility, for other utility system extensions that may be required hereafter and which are not presently covered by this Agreement.
- I. To pay Utility, within twenty (20) days after statement is rendered by Utility, all sums due and payable as set forth in such statement. Upon the failure or refusal of Customer

to pay the amounts due on statement as rendered, Utility may, after thirty (30) days advance written notice, in its sole discretion, discontinue service.

- J. No tie-ins or hook-ups to the water system shall be made without the express consent of Utility.
- K. Customer shall grant Utility whatever easements are required, in the sole discretion of Utility, to provide Utility service to the Customer's property or adjacent properties.
- L. Customer agrees to have back-flow control devices as specified by Utility. Utility shall have the right to inspect the Customer's facilities at any time to check for cross connections and any other possible sources of contamination. The Customer agrees to correct, without delay, all such hazards to the system at its own expense.

3. **UTILITY AND CUSTOMER AGREE:**

- A. This Agreement shall be governed by applicable rules, laws and regulations of any governmental body, federal, state or local, including departments and agencies having jurisdiction of the Utilities. The parties agree to be bound by such increase or decrease in "gallonage" amounts and rates which may be prescribed, from time to time, by said body or other agency having jurisdiction thereof.
- B. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.
- C. This Agreement shall not be assigned without the prior written consent of Utility, that consent shall not be unreasonably withheld.
- D. Any notice required to be given pursuant to the terms of this agreement shall be deemed properly given when sent by United States Certified Mail, Return Receipt Requested, to the respective parties herein, at the last known address of either party.
- E. Water line extensions will be made to the property line at such points as are mutually agreed to by Customer and Utility.

F. Failure to meet the provisions, terms or conditions of this Agreement by the Customer shall result in termination of the Agreement and discontinuance of service. Utilities will provide thirty (30) days written notice of termination of the Agreement and discontinuance of service to Customer

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

BOCILLA UTILITIES, INC., a
Florida Corporation (Utility)
By _____

As to Utility

Agent, Bocilla Utilities Inc.

(CUSTOMER)

By: _____

Date: ___/___/___

By: _____

Date: ___/___/___

State of Florida

County of _____

The forgoing instrument was acknowledged before me this ___ day of _____,
____by _____, personally known to me or produced
identification of _____ .

Notary Public,

Printed Name

It is the responsibility of the Customer to keep a current mailing address and contact information on file with Bocilla Utilities, Inc.

Current Mailing Address:

Telephone: _____

Email: _____