



**HORSESHOE BEACH UTILITY DEPARTMENT**

POST OFFICE BOX 158  
HORSESHOE BEACH, FLOIRDA 32648  
PHONE: 352-498-5234 FAX: 352-498-3009

WATER USE AGREEMENT

This agreement between Horseshoe Beach Utility, organized and existing under and by virtue of The Law of The State of Florida and \_\_\_\_\_,

Hereinafter called the "Consumer", whose mailing address is \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Whereas, the Consumer desires to purchase Residential \_\_\_\_, or Commercial \_\_\_\_ water services from Horseshoe Beach Utility and enter into an agreement as required by the by-laws of Horseshoe Beach Utility.

Horseshoe Beach Utility shall furnish, subject to the limitations hereinafter provided for, water for the use indicated above, as the Consumer may reasonable desire in connection with the property listed herein. The Consumer shall pay for such water at such rates, time and place as shall be determined by Horseshoe Beach Utility.

Horseshoe Beach Utility shall install a cut-off valve at each point of service. Horseshoe Beach Utility shall have exclusive rights to use such cut-of valve, including turning it on and off,

The Consumer shall install and maintain, at his/her own expense a service line of sufficient diameter to prevent undue pressure loss, which will begin as Horseshoe Beach Utilities cut-off valve and extend upon his/her premises.

Horseshoe Beach Utility shall final jurisdiction in any question with regard to any service line connected to its system, including the location of the connection; may discontinue service to a Consumer who allows an extension to be made to his service line beyond his/her own property line.

Failure of any Consumer to pay water, or other charges duly imposed shall result in the automatic imposition of the following penalties (A) Nonpayment of amounts due within 60 days of the billing date will result in the discontinuance of service, (B) In the event that service is disconnected for non-payment, a fee of \$300.00 plus delinquent charges and late fees.

There are no express or implied warranties of the water provided by Horseshoe Beach Utility pursuant to the provisions of this agreement. Consumer agrees to hold harmless Horseshoe Beach Utility against all liabilities, losses, or claims, which may arise from the liability of Horseshoe Beach Utility to furnish water.

Consumer agrees to abide by the by-laws of the corporation and the rules set forth by the Town Council.

Property description or street address covered by this Water Use Agreement:

\_\_\_\_\_  
Should the above-described property be divided in the future, the meter will be considered to serve the parcel adjacent to the cut-off valve.

**SPECIAL CLAUSES:**

The Consumer grants to Horseshoe Beach Utility an irrevocable license for it, its employers or agents to enter Consumer's property, without interference, to perform all necessary services related to Horseshoe Beach Utilities performance under this agreement, including maintenance, repairs or actions necessary to protect public health. Horseshoe Beach Utility shall only be responsible for reasonably restoring the premises after maintenance or repairs.

WITNESSED THEREFORE, we have hereunto executed this agreement this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_

CONSUMER ATTEST: \_\_\_\_\_

HORSESHOE BEACH UTILITY: \_\_\_\_\_