THE STATE OF MISSISSIPPI NAME_____

THE COUNTY OF_____ ACCT. NO._____ METER NO._____

WATER USERS AGREEMENT: This agreement entered into between the City of Holly Springs, a municipal corporation, hereinafter called Holly Springs Utility Department (HSUD), and _____, hereinafter called the "Customer".

WITNESSETH: Whereas, the Customer desires to purchase water from HSUD and to enter into a water users agreement as required by the Rules and Regulations of HSUD. NOW, THEREFORE, in consideration for the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows: HSUD shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended, such quantity of water as the customer may desire in connection with customers occupancy of the following described property:

911 ADDRESS_____TAX PARCEL NO._____

The customer shall install and maintain, at his own expense, a service line which shall begin at the meter an extend to the dwelling or place of use. The service line shall connect with the distribution system of HSUD at the nearest place of desired use by the customer, provided HSUD has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The Customer agrees to comply with and be bound by the Rules and Regulations of HSUD, now in force, or as hereafter duly and legally supplemented, amended or changed. The customer also agrees to pay for water at such rates, time and place as shall be determined by HSUD, and agrees to the imposition of such penalties for noncompliance as are now set out in HSUD'S Rules and Regulations, or which may by hereafter adopted and imposed by the Mayor and Board of Alderman of the City of Holly Springs.

The Customer agrees to pay a deposit in the minimum amount of fifteen dollars ($15.00) based on the Rules and Regulations of the Holly Springs Utility Department. In the event service to the Customer is terminated, either voluntarily by the Customer, or by HSUD for cause, the deposit shall be held and applied by HSUD to any unpaid balance then owing the Customer's account. Should the account be fully paid at the time of termination of service to the Customer, the deposit shall be refunded by HSUD within a reasonable time thereafter.

The customer shall purchase and install a cutoff valve in his service line. HSUD shall have exclusive right to use such cutoff valve.

HSUD shall have final authority in any question of location of any service line connection to its distribution system. HSUD shall determine the allocation of water to Customers in the event of a water shortage, and may shut off water to a Customer who allows a connection or extension to be made of his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customer, or in the event there is a shortage of water, HSUD may prorate the water available among the various Customers on such basis as is deemed equitable by the Board of Alderman of the City of Holly Springs, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Customers and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Customers, HSUD must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any water lines served by HSUD waterlines and will disconnect from his/her present water supply prior to connecting to and switching to HSUD's system and shall eliminate their present or future cross-connection in his/her system.

The customer shall connect his service lines to HSUD's distribution system on the date the water is made available to the Customer by the HSUD. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition in accordance with the Rules and Regulations of the Holly Springs Utility Department. In the event it becomes necessary for the HSUD to shut off the water from a Customer's property, a fee of Thirty Dollars ($30.00) during normal office hours or Sixty Dollars ($60.00) after normal office hours ("after normal office hours" is to mean 5:00 p.m. to 8:00 a.m. weekdays, Saturdays, Sundays, and holidays) will be charged for reconnection of service. IN WITNESS WHEREOF, we have executed this agreement this the _____ day of _____, 20_____.

CUSTOMER _____ WITNESS, HSUD_____