



River Ridge Association, Inc. Water Service Agreement

The undersigned (the "Member") agrees to purchase water service from River Ridge Association, Inc. (the "Association") at Lot# _____ with Physical Address _____ upon the following terms and conditions:

1. **Service:** The Association agrees to use reasonable diligence to provide water utility service to a point of delivery designated at Member's Lot service location. The water service contracted for herein is to be provided and taken in accordance with this Agreement and the Association's Rules, By-laws and Protective Covenants and Agreements.
2. **Payment:** Member agrees to purchase and pay for water service in accordance with the Association's rules, regulations, and this Agreement. Periodically, Association will render to Member an invoice for the balance owed which will include a statement of services rendered (on bimonthly statement). The Member agrees to pay the total amount shown on such statement within fifteen (15) days from its date. A payment plan may be set up by completing the Utility Service Payment Plan (Form A-019) at the Association Office. All payments shall be made to the Association by mail, phone call or hand-delivered at its office at 24 Otter Drive, PO Box 40 Bracey, VA 23919.
3. **Term:** This Water Service Agreement shall continue in force for the entire term and period from the date the service is made available by the Association to the Member until cancelled on written notice given by the Member or terminated by the Association.
4. **Breach:** Upon failure to make payment or perform any obligation under this Agreement, the Association shall have the right to discontinue service as well as to impose such remedies as may be provided by law, including enforcing the remedies for past due assessments that are set forth in that certain Assessment Collections Policies and Procedures resolution adopted by the Board of Directors on May 6, 2023 as amended. law. The Association's liability is limited as provided in this Agreement.
5. **Access to Members Property:** Member allows Association full access to Member's property in order to perform under this Agreement. The Member shall not install a lock or any other device that impedes access to the Lot on any Association owned equipment, for any purpose. If a gate now or at any time is installed on the property impeding access to the Association's owned equipment, the Association reserves the right to install their own lock on the chain for access and/or if required remove any lock, gate or structure that impedes access to, or maintenance of, Association owned water service equipment of any kind at the expense of the Member.
6. **Disconnection of Water Service by the Association:** Service may be disconnected after written notice has been given and reasonable time to comply has been allowed for noncompliance with the Rules of the Association, The Bylaws of the Association, the Service Agreement with the Association, or any applicable Federal, State or other local laws, regulations or codes, including, but not limited to, nonpayment and refusal of access to the Association's meters or any other common area facilities on the Lot.

The Association may disconnect service both immediate and without notice for the following reasons:

- a. Discovery of meter or equipment tampering.
- b. Use of water for unlawful or fraudulent use.
- c. By order of public or local authority having jurisdiction.
- d. Discovery of water condition determined by the Association, and/or the local authority having jurisdiction, to be potentially dangerous and eminently hazardous to the life or property of the Association, Members of the Association, or the public.
- e. For repairs, emergency operations, unavoidable shortages, or interruptions in the Association's supply source.

- f. For breaking, tampering with, or removal of water meter or equipment seals and/or entering and/or removing covers or face plates from said common area equipment for any reason.
- 7. **Waiver of default:** Any delay or omission on the part of the Association, to exercise its right to discontinue service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Association of such right if a Member continue to be or again become non-compliant with the Service Agreement.
- 8. **Meter/Equipment Tampering, Diversion, or Unauthorized Reconnection:** The Association may pursue any criminal or civil complaint procedure available under law and may prosecute to the full extent of the law for said complaint or infraction.

Before reconnection of any service disconnected for meter or equipment tampering, diversion, or unauthorized reconnection of service, the Member shall comply with the following conditions:

- a. Pay for all damages to Association equipment resulting from the tampering and /or damage of such equipment. Pay any amount estimated to be sufficient to cover service used or service received.
 - b. Pay the Reconnection Service Charge, if applicable.
 - c. Pay any required deposits, fines and/or penalties imposed by the Association.
 - d. The conditions causing the disconnection are corrected.
 - e. The Member has agreed to comply with reasonable requirements to protect the Association against further infractions.
 - f. When the service has been disconnected for non-payment of a bill, meter/equipment tampering, unauthorized or illegal use of water, the Association will have the right to refuse service to the same Member or to any other applicant who is a member of the Member’s household until the infraction is corrected, credit is corrected, credit is reestablished by the Member and all applicable accounts have been paid.
- 9. **Miss Utility of Virginia:** Virginia Law requires you to call Miss Utility of Virginia at 811 72 hours (about 3 days) in advance before you excavate. All underground utility companies must respond and mark their utilities within the 72-hour time frame. River Ridge is a member of Miss Utility and will mark their utilities as required.
 - 10. **Negligence:** If you as a property owner or your agent or contractor are negligent as determined by the Association’s Board of Directors in your excavation and cause River Ridge Maintenance to be called to your property for damages to River Ridge property, you will be invoiced for all labor and material to correct the damage. There will be no exceptions.
 - 11. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior arrangements between Member and Association for the service herein described. Member agrees and acknowledges that the Association, its agents, and employees, have made no representation, promises, or any inducements, written or verbal, which are not contained herein. In the event that either party initiates legal action to interpret or enforce this Agreement, such action shall be filed in Mecklenburg County, Virginia with the prevailing party entitled to recover their reasonable costs and attorney’s fees.

My signature below as a Member is acknowledgment that I have read; I understand and agree to abide by all provisions of this Agreement.

Signed: Member Print: Member Date

911 Address/Lot number: _____

Signed: River Ridge Association Title Date

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.