



**STANDARD TERMS AND CONDITIONS  
COPELAND ISLAND WASTEWATER SYSTEM**

For purposes of this agreement: (a) "CUA", "We", "Us", or "Our" means Corix Utilities of Alabama, Inc. ("CUA"), its successors and assigns, (and any agents of the aforementioned entities, including any billing agents); and (b) "You", "Your" means the homeowner or such other individual authorized to obtain wastewater service at your service address. As a condition of using such Services and in consideration of the mutual covenants by the parties set forth herein, You agree to accept and comply with the terms set out below.

1. As successor in interest to the Board of Water & Sewer Commissioners of the City of Mobile, Alabama, also known as the Mobile Area Water & Sewer System ("MAWSS"), We shall provide wastewater service to you as provided herein (the "Services"). The Homeowners Sewer Collection System Agreement, or similarly titled agreement, previously executed by You or a prior owner(s) of Your property at the time of installation and connection of your wastewater system ("System Agreement"), shall remain in force, as supplemented herein. In the event of a conflict between the System Agreement and these Standard Terms, these Standard Terms shall prevail.

2. The subdivision in which your property is located is served by a treatment and disposal facility, maintained by Us, as well as septic tanks serving the subdivision's individual homes. The individual septic tank system for Your property (hereinafter sometimes referred to as the "Collection System"), which was required to be constructed in accordance with Standard Specifications obtained from Us or Our predecessor, shall be operated and maintained by Us. You agree to allow Us and/or Our designated contractor and their employees to come onto your property and have free access to the Collection System for operation and maintenance. You agree not to construct or place items, structures, trees or shrubbery, or anything else over or on top of the Collection System in such a way as to impede Us in our efforts to operate and maintain the Collection System. You hereby indemnify and hold harmless Us, Our contractors, and the employees of either, for any removal or damage to structures, plantings, or other items which impede access to the Collection System.

3. You agree to take reasonable precautions to avoid or minimize any damage to the wastewater system, and to immediately notify Us of any problems with the system. Without limiting the foregoing, You agree not to: (a) to install or allow others to install a garbage disposal in the home or elsewhere on the subject property or (b) dispose of grease or other kitchen waste solids into the wastewater system. You shall be responsible for any damage or excessive maintenance costs to the Collection System caused by You or others utilizing your property.

4. We will bill for the Services monthly in advance, with all invoices due and payable within 20 days of the billing date (the "Payment Date") and must be paid in immediately available funds. If the Payment Date falls on a Saturday, Sunday or legal holiday, payment for such bills will be due on the last business day preceding such Saturday, Sunday or legal holiday. You agree to pay for the Services in the amounts indicated on our monthly bills, which will be billed on a flat rate structure and not vary according to consumption. The flat rate will include charges sufficient for Us to recover our operating expenses, taxes and related capital costs, and a reasonable return, and may be changed upon thirty (30) days written notice to you. You shall also pay all taxes and other similar charges (and any related interest and penalties) relating to the use of the Services. Amounts not received by Us on the Payment Date in immediately available funds shall accrue interest payable by You at a rate of 1.5% or the maximum rate applicable by law. Interest will accrue from the Payment Date to and including the date that We receive the payment. You will be responsible for all expenses (including reasonable attorney's fees) incurred by Us in collecting past due amounts. We reserve the right to require payment of a deposit if You are late in your payment on two occasions in any twelve-month period. A charge of \$25 shall be applied for any returned checks. Electric power for the Collection System septic tank pump will continue be furnished and solely paid by You.

5. **LIMITATION OF LIABILITY AND DISCLAIMER.** Except to the limited extent provided in Paragraph 4, neither You nor We (each, a "Party") shall be liable to each other for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, and regardless of the form of action (whether in contract, tort, strict liability or otherwise) arising out of, or in connection with such Party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other Party or any other cause whatsoever. Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. **THE ABOVE LIMITATION OF LIABILITY SHALL APPLY TO INDIRECT LIABILITY INVOLVING SUITS BROUGHT AGAINST THIRD PARTIES WHO, DIRECTLY OR THROUGH ONE OR MORE OTHER PARTIES, HAVE A RIGHT OF INDEMNIFICATION, IMPLER, CROSS-CLAIM, CONTRIBUTION, OR OTHER RIGHT OF RECOVERY AGAINST A PARTY TO THIS AGREEMENT.**



**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIM ANY WARRANTY AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OF THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

The Standard Terms and Conditions may be subject to change upon thirty days advance notice, though publication on Our website at [www.uiwater.com/alabama](http://www.uiwater.com/alabama).