

BALDWIN COUNTY SEWER SERVICE, LLC

P.O. Box 1628, Foley, Al. 36536

TELEPHONE: (251) 971-3022 FAX: (251) 971-6039

Application for Utility Services

The undersigned, hereinafter called the Consumer, requests that BCSS, LLC or one of its related or managed companies, hereinafter called the Utility, to furnish, subject to its Service Rules and Regulations, as such now or are hereafter amended and are on file at the office of the Utility, for the service requested, or from time to time furnished and agrees to pay promptly all charges in accordance with said rates and service regulations. Consumer further agrees that any amounts paid herewith may be used for the purpose of paying any service or facilities without notice, and waives as to any amount due, all exemptions or defenses under the Constitution and Laws of Alabama, any other state, or any other separate agreement. Should it be necessary to employ an Attorney to collect amount due BCSS, LLC, the Consumer agrees to pay all costs of collection including reasonable Attorney's fees and costs.

The Consumer understands that the service is interruptible. The Consumer has and does give and grant to the Utility, its successors or assigns, a right of use and easement under, along and over the Consumer's premises, and agrees that title to all property installed by the Utility shall remain the property of the Utility until same is paid for in full and may be removed at any time for non-payment or other violation of the Service Rules and Regulations. The Consumer further agrees to pay the monthly charges as billed, even though larger than those in regularly published rates or any prior agreements, in lieu of cash contribution to excess costs, if any.

SEWER TAP-ON FEE	GRINDER PUMP FEE	INSTALLATION FEE	NEW CUSTOMER FEE
RECONNECT FEE PLUS ANY PAST DUE AMOUNTS: THE PREMISES BEING CONNECTED CONSISTS OF:			

The Consumer further agrees that the Utility shall have the right, but shall not be obligated, to inspect any installation before electric, gas service and/or water service is introduced, or at any later time, and reserves the right to reject any wiring, piping or appliances not in accordance with utility standards. Failure to notify the Utility of initial start-up of equipment without Utility performing same and the right to do initial inspection shall be regarded as a waiver of defects in installation, wiring, piping or appliances and shall not render the Utility liable for any loss or damage, resulting from defects in the installation, or from accidents which may occur upon Consumer's premises and will void the warranty on all appliances. Nor shall Utility be held liable for damage resulting from Acts of God, or matters not reasonably within the control of the Utility. Applicant has read accepts the terms of service above and has received a copy of the Service Rules and Regulations and has read same or has had an opportunity to read same. Any CB special contract with an existing sewer line abutting the property shall be connected within 6 months or the amounts paid shall be forfeited and the contract nullified. **Initials of Customer** _____.

Done this _____ day of _____, 2011.

Applicant Signature: _____ X
Print Name: _____
Billing Address: _____
Property Address: _____
Date Purchased: _____ **Account No.** _____
Phone: _____ **E-Mail:** _____

ACCEPTED BY: _____

BALDWIN COUNTY SEWER SERVICE LLC

REVISED: 12-5-2011



clean and simple

CONSTRUCTION, INSTALLATION AND START-UP REQUIREMENTS

All grinder pumps installed on Baldwin County Sewer Service must be manufactured by Environment One or approved by BCSS before installation.

- **Sewer stub-out must be marked** or identified to BCSS by customer before installation.
- **BCSS will call Alabama One-Call to locate existing underground utilities.** Construction will not commence until the underground facilities have been properly located.
- **Customer is responsible for locating sprinkler, irrigation, field lines, etc.** All efforts will be made to preserve customers landscaping. BCSS will not be responsible for private lines or any landscaping placed on right-of-way or private property.
- **BCSS will be held harmless from any and all damages that may occur to underground facilities that have not been correctly located or identified,** by the owner or their authorized agent, during construction.
- **A trench will be dug for the service line** connecting the main to the grinder pump. BCSS will do what we can to smooth out the area. We will not re-landscape the yard after installation.
- **Grinder pump installation in wet ground will cause more ground to be disturbed.** If customer insists installation on wet ground, BCSS will not be held responsible.
- **Customer needs to call at least (3) weeks** in advance to schedule grinder pump installation.
- **Once the pump is installed, BCSS will commence billing for monthly treatment service.**

I have read and understand these requirements.

Signature _____ Date: _____

Mailing/Contact Address: _____

Installation Address: _____

Daytime Phone: _____ email: _____

USER TIPS

Sewer systems will handle all typical household waste.

However, you should not allow unsuitable items to enter the drains, **including but not limited to:**

GLASS	METAL
RAGS	PLASTIC
CLOTH	CONDOMS
SEAFOOD SHELLS	OIL
EGG SHELLS	GREASE
SANITARY NAPKINS	PAINT
TAMPONS	SAND
DIAPERS	SOCKS
BABY WIPES	LIQUED FABRIC SOFTENER
GO-JO HAND SOAP	POWDERED SOAPS & DETERGENTS
CAT LITTER	STRONG CHEMICALS
FLAMMABLE MATERIAL	
GASOLINE	

ADDITIONAL RECOMMENDATIONS FOR CUSTOMERS WITH GRINDER PUMPS:

The E/One grinder pumps BCSS installs at homes and businesses require very low preventative maintenance, and there are precautions listed below that can help uphold the pump.

- BCSS recommends that customers open their grinder pump lid and hose the pump out every few years. It's a quick and easy task that can be added to your Spring cleaning or landscaping to-do list.
- Pour ¼ cup Dawn down the drain once per month to break up any possible build up in the pump.
- Before you leave town for longer than 2 weeks, we suggest you fill up your bathtub and drain it to flush the pump. Follow the same procedure after using drain cleaners.
- Ants can ruin the electrical wires connected to the pump's outside alarm box. If you have ant problems or predict issues at your home, place an ant killer trap in your alarm box.
- When a grinder pump's lid is not high enough above ground, rainwater can collect on and around the lid, causing the pump to flood and run too frequently. Therefore, when building and landscaping around a grinder pump, ensure dirt and sod is not applied above the recommended level, marked on the pump.

I have read these suggestions and understand that this is not all inclusive, and BCSS cannot be held accountable for any damage to the system. Please use your best judgment in maintaining your system.

To reference tips and additional information, visit www.baldwincountysewer.com/systemcare

Customer signature _____

Customer name _____

Date _____

This Merchandise Contract and Security Agreement (the "Agreement") is between you (each person or entity signing as Purchaser at the foot of this page, collectively, whether one or more, the "Purchaser") and Baldwin County Sewer Service, L.L.C. (the "Seller"), and relates to the credit sale of the merchandise described on the reverse side hereof (the "Merchandise"). This Agreement consists of the provisions on both sides of this page including the Federal Truth-In-Lending Disclosures on Page One. Purchaser acknowledges that Purchaser understands the provisions of this Agreement, including the provisions on page one, and acknowledges receipt of a copy hereof. Purchaser hereby authorizes Seller, or any person or firm employed by Seller, to conduct an investigation of any information pertinent to this application for credit by Purchaser.

THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE MERCHANDISE, AND NO EXPRESS WARRANTY BY SELLER EXTENDING BEYOND THE MERE DESCRIPTION OF THE MERCHANDISE ON THE REVERSE SIDE OF THIS AGREEMENT; no other express warranties and no representations, promises or statements have been made by Seller, its salespersons or agents, unless set out in writing on page one of this agreement. This Agreement is the full and complete agreement between the Purchaser and Seller.

Seller hereby retains and reserves a security interest in the merchandise until the entire amount due under this Agreement has been fully paid, and Seller shall have a security interest in the Merchandise, and any proceeds thereof, for the purposes of securing payment of the obligations of Purchaser hereunder.

Purchaser shall take good care of the Merchandise and shall be responsible for its loss by theft, flood, fire, or otherwise. Purchaser shall not resell or remove the Merchandise from the place where originally installed (the "Property") without the prior written consent of Seller. Purchaser shall not use or treat the Merchandise or any part or attachment thereof for any purpose other than that for which it was originally intended and/or authorized by the Seller. The Merchandise shall not be permanently affixed to any portion of the Property and, regardless of the manner in which it may be installed or attached to any building, fixture, the ground or any other portion of the Property, shall at all times remain personal property.

Time is of the essence in this Agreement. In the event Purchaser defaults in the payment of any installment due hereunder or fails to comply with any of the terms and conditions hereof, or if any warranty, representation or statement made or furnished to Seller by Purchaser proves to have been false in any material respect, or if Seller deems itself insecure for any reason, or if Seller deems the Merchandise in any danger of loss or damage, Seller shall have the following rights, as well as any other rights to which it may be entitled by law: (a) to declare immediately due and payable any or all installments due or to become due hereunder, and any other sums lawfully due hereunder, and/or (b) to exercise any one or more of the rights and remedies given to a secured party under the Alabama Uniform Commercial Code, including, but not by way of limitation, to take immediate possession of the Merchandise wherever found, with or without legal process, and thereafter to sell or otherwise dispose of the Merchandise, and/or (c) to discontinue sewer service to the Property. Purchaser hereby authorizes Seller to enter on the premises wherever the Merchandise is located, with or without notice, and remove the Merchandise or render it unusable, and Purchaser hereby waives any action or right of action arising from any such entry and/or repossession.

Purchaser shall have the right to prepay the entire unpaid principal balance due under this Agreement without the payment of penalty.

If the unpaid balance of Purchaser's account exceeds \$300 and if Seller refers Purchaser's account to an attorney who is not salaried employee for collection after default, Purchaser agrees to pay Seller a reasonable attorney's fee not exceeding the maximum permitted by law. If the proceeds of any sale or other lawful disposition of the property by Seller following its retaking are insufficient to pay the expenses of re-taking, holding, preparing the property for sale, selling it and the like, including reasonable attorney's fees (provided that in any consumer credit transaction such attorney's fees shall not exceed 15% of the unpaid debt and in such transaction no such fees shall be charged unless the original amount financed exceeds \$300), and to satisfy the indebtedness of Purchaser hereunder, then Purchaser agrees to pay any deficiency but Purchaser shall be entitled to any surplus if one results after lawful application of the proceeds (provided that in any consumer credit transaction if Seller repossesses or voluntarily accepts surrender of the property herein described and the original cash value of the property repossessed or surrendered was \$1,000 or less, then Purchaser shall not be personally liable to Seller for the unpaid balance of the debt arising herein and Seller is not obligated to sell the property). Any notice of sale, disposition or other intended action by Seller, or any other notice required by the Alabama Uniform Commercial Code sent to Purchaser at the address specified herein, or such other address of Purchaser as may be shown on Seller's records, at least five (5) days prior to such action, shall constitute reasonable notice to Purchaser.

All Seller's rights hereunder and under the Alabama Uniform Commercial Code are cumulative and no waiver of any default shall affect any later default, and no exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy, or of the remainder of such partially exercised remedy at a later time, or of the same remedy at a later time.

Purchaser agrees that Seller may, at its option, bill Purchaser monthly for the payments due under this Agreement together with amounts due Seller from Purchaser for sewer services to the Property. Purchaser's failure to receive notice of the maturity of any installments shall not relieve Purchaser of any of Purchaser's obligations hereunder. Failure of Purchaser to pay any portion of the monthly sewer service statement including the installments due under this Agreement, shall constitute a default herein this Agreement and in the contract by Seller to provide sewer services to the Property and at Seller's option, shall result in the termination of sewer services to the Property, repossession of the Merchandise, or the exercise by Seller of any other remedy provided for herein.

NOTICE

THE LIABILITY OF THE SELLER HEREUNDER IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE MERCHANDISE OR TO THE COST TO REPAIR OR REPLACE THE MERCHANDISE UNDER THE TERMS OF ANY EXTENDED WARRANTY EXPRESSLY STATED ON THE REVERSE HEREOF.

PURCHASER'S RIGHT TO CANCEL

If this Agreement was solicited at your residence and you do not want the goods or services, you may cancel this Agreement by delivering or mailing a notice to Seller. The notice must say that you do not want the goods or services and it must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Baldwin County Sewer Service, L.L.C., P.O. Box 1628, Foley, Alabama 36535.

"CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT."

SIGNATURE OF PURCHASER _____

DATE _____

SIGNATURE OF PURCHASER _____

DATE _____

APPROVED BY: _____

DATE _____

BALDWIN COUNTY SEWER SERVICE L.L.C.

**PROMISSORY NOTE
CONTRACT**

_____, for value received, promises to pay to Baldwin County Sewer Service, LLC (BCSS) (or order) the principal sum of _____ with interest at the rate of _____ percent (_____ %) per annum, payable as follows:

In _____ monthly installments of \$ _____, and a final payment of _____ including interest at the rate of _____ percent (_____ %) per annum on the unpaid principal. Said installments so made shall be applied first to the interest and the remainder to reduce the remaining principal balance. The first such installment shall be due and payable on _____ and all remaining installments shall be due and payable on the same day of each successive month thereafter until the entire indebtedness, principal and interest thereon, is paid in full.

1. Each of the undersigned severally agrees that in the event of default: (a) to pay interest on the remaining principal balance of this note from the date of its maturity at the highest contract rate permitted by law until paid; (b) to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee (provided that if the terms of this note are subject to the provisions of the Alabama Consumer Credit Act (ACCA), then (i) if the original amount financed does not exceed \$300.00, no attorney's fee shall be payable by the undersigned or (ii) if the original amount financed exceeds \$300.00, a reasonable attorney's fee not to exceed 15% of the unpaid debt shall be payable upon default and referral to an attorney not a salaried employee of the holder of this note, whether the same be collected by suit or otherwise; (c) that demand, presentment, protest, notice of protest, dishonor, suit and all other requirements necessary to hold liable each of us are hereby waived; and (d) that all rights of exemption under the constitution and laws of Alabama and any other state are hereby waived.

2. This note is secured by the property listed on a UCC 1 form of even date herewith to BCSS from _____ and the property described therein.

3. Upon the occurrence of any event of default hereunder, at the option of the holder, the entire remaining principal balance shall become due and payable immediately and the holder of this note may retrieve its property as listed on the UCC 1 form. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

4. Any of the following shall constitute an event of default hereunder: (a) failure to pay when due any money due under this note; (b) failure to perform, or breach of, any covenant, term agreement or warranty contained in any mortgage, vendor's lien deed, security agreement or other instrument securing this note; (c) the making or furnishing of any representation, statement or warranty to holder hereof by, or on behalf of, any of the undersigned which is incorrect in any material respect when made or furnished; (d) the making of an assignment by any of the undersigned for the benefit of creditors; or (e) the commencement of any receivership, bankruptcy, insolvency or arrangement proceedings initiated by any of the undersigned or any endorser or guarantor of this note or surety for any of the undersigned, or the adjudication of any of them as bankrupt or insolvent, whichever may be earlier. .

Done this _____ day of _____, 20_____.

Debtor

Debtor