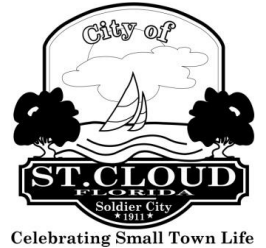




CITY OF ST. CLOUD FLORIDA
ST. CLOUD UTILITIES
1300 NINTH STREET, ST. CLOUD, FL 34769
BUILDING A - FIRST FLOOR
PH: 407-957-7344 FAX: 407-957-7111



CITY OF ST. CLOUD HYDRANT/JUMPER METER AGREEMENT

This unilateral agreement is executed on the ____ day of _____, ____ by _____, mailing address of _____. Whose Phone No. is _____, hereinafter referred to as "USER", with the City of St. Cloud, 1300 Ninth Street, St. Cloud, FL. 34769, Phone No. (407)957-7344, Fax No. (407)957-7111, Customerservice@stcloud.org, hereinafter referred to as "CITY".

USER, for and in consideration of the CITY providing USER with a hydrant meter and providing USER with water service through such meter USER agrees as follows:

1. The hydrant meter provided to USER by the CITY, to be used for temporary construction purposes, is the property of the City of St. Cloud. The USER is to provide the City of St. Cloud with the actual location/address where the hydrant meter is to be placed. During possession of said hydrant meter USER is to report any relocation of this meter to the St. Cloud Utilities at (407) 957-7361. Failure to return such meter in proper working condition will result in the same being replaced or repaired and the cost thereof being deducted from a good faith deposit (**\$1,300.00**) with any charges above and beyond the amount of the deposit being invoiced to the USER.

2. Until the subject meter is returned to the CITY, or until written notice of its loss or destruction is given to the CITY, USER will pay a monthly facility base charge equal to the monthly meter size base charge, in effect at that time, each month. USER shall pay monthly potable water general service/commercial consumption charges, at the rate in effect at that time, registered through the meter during the month.

3. The recording and reporting of the amount of potable water consumed during the month as registered on the meter shall be the responsibility of the USER. USER shall report to the CITY either via phone to 407-957-7361, via website www.stcloud.org, or email to customerservice@stcloud.org their monthly consumption on the last day of each month, or the first working day following the last day of each month. Any irregularity in the reporting will result in the USER being charged a fee of \$50.00. Should the CITY not receive from the USER the meter readings two months in a row, the CITY will continue to charge a \$50.00 fee and bill up for the monthly base charges as well as any consumption used.

4. CITY shall issue a monthly statement reflecting water consumption and facility charges for the previous month. In the event the meter is returned at a time other than at the end of the

month the water consumption and facility charges will be deducted from the good faith deposit, and a refund check, if appropriate, shall be issued.

5. Should the USER fail to pay their monthly statement the CITY reserves the right to pull the meter from the field and final the USER'S account. Should the USER wish to have their meter returned the total account balance would need to be paid before meter is returned to the field.

6. As a condition of Water, Sewer and/or Reclaim Utility service from the City of St. Cloud, the property owner and/or tenant/utility customer acknowledges that compliance with all City codes, rules and other requirements pertaining to these services in effect at the time service is rendered is required. Failure to comply with applicable codes, rules or requirements for utility service may result in enforcement action ranging from warnings to fines to discontinuation of service.

Hydrant Meter

Jumper Meter

IN WITNESS WHEREOF, USER has executed this agreement, or has executed this agreement as duly authorized, by and on behalf of USER, on the day, month and year above first written.

First Witness

Type name of Corp.; or if Partnership, Trust or DBA then Type Entity Name; or if Individual then Type Name only.

Second Witness - In All Cases
Acting **(Exception)*

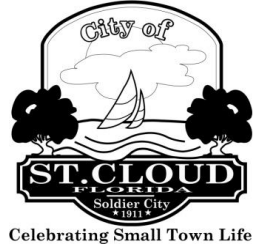
Signature of the Officer of Corporation, or the Person
for the Entity, or the Individual.

** If USER party is a Corporation, the Corporate Seal may be placed in lieu of the Two (2) Witnesses.*

Title of Corporate Officer; or Relationship to the Entity;
or if an Individual then state: Individual.



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Hydrant/Jumper Meter Deposit & Return Receipt

DEPOSIT DATE: _____
 DEPOSITOR (BUSINESS NAME): _____
 FEDERAL TAX ID NUMBER: _____
 METER LOCATION: _____
 FIELD CONTACT #: _____ CELL #: _____
 BILLING ADDRESS: _____
 BILLING PH. #: _____ BILLING FAX
 #: _____ CONTACT _____

 DEPOSIT BY CHECK # _____ RECEIPT # _____
 HYDRANT METER #: _____ INITIAL READING: _____
 BACKFLOW DEVICE #: _____ W/ATTACHMENTS _____

ATTENTION: DEPOSITORS MUST FLUSH OUT THE HYDRANT BEFORE THE METER IS INSTALLED!

DEPOSITOR/REP. PICKING UP THE HYDRANT METER:

_____/_____
 CUSTOMER 'S PRINTED NAME & CUSTOMERS SIGNATURE

RETURNED DATE: _____ FINAL READING: _____

METER CONDITION & BACKFLOW ASSEMBLY CONDITION AT TIME OF RETURN

METER - OK: _____ DAMAGED: _____
 BACKFLOW - OK: _____ DAMAGED: _____

COMMENTS:

BILLING FOR MISC. REPAIRS, PARTS AND REPLACEMENT COSTS = \$ _____

GRAND TOTAL BILLED FOR ALL COSTS FOR THE USE OF THIS METER = \$ _____
(CIRCLE THE APPROPRIATE CHOICE BELOW AND CROSS OUT THE CHOICE THAT IS NOT APPLICABLE)

AMOUNT REFUNDED _____ / BILLED _____ : FOR DIFFERENCE TO DEPOSITOR NAMED ABOVE = \$ _____