

AGREEMENT

AN AGREEMENT made the _____ of _____, 20__.

BETWEEN: CAYMAN WATER COMPANY LIMITED, a Cayman company ("CWC")
P.O. Box 1114 GT, Grand Cayman

AND: _____, ("the Consumer")

Account Number: _____

THE PARTIES AGREE that:-

1. CWC will during the subsistence of its licence so to do from the Government of the Cayman Islands or an extension or renewal of it ("the Licence") supply potable water by pipe to the property described in the First Schedule ("the Property") on the terms and conditions specified in this Agreement including the Schedules.
2. For the purpose of this Agreement, the Consumer
 - (a) is assumed to be the owner or his agent of the Property, or, if the Consumer is a Strata Corporation, the agent of the proprietors of all the Strata Lots; and
 - (b) agrees that his classification for purposes of the rates to be charged by CWC for the supply of water is:
 - (1) Residential; or
 - (2) **Commercial/Industrial; or**
 - (3) Public Authority.(Delete the two inapplicable classifications)
3. CWC will bill the Consumer monthly for water supplied. The Consumer must pay invoices in full on the later of:-
 - (a) ten (10) days after the invoice date, or
 - (b) the 21st day of the month following the month in respect of which the invoice relates.

The Consumer must pay interest on overdue amounts at the rate of 1 1/2% per month calculated from the due date to the date of payment, with monthly rests.

If the Consumer fails to pay any invoice in full within ten (10) days (or such longer period as may be required by the Licence) after its due date, CWC may disconnect the Property from its water supply. On payment in full of the invoice and any interest due together with the reconnection fee set out in the Second Schedule, CWC will at the Consumer's request reconnect the water supply to the Property.

4. CWC must supply a meter or meters to the Property in accordance with Clause 7. CWC will bill the Consumer based on the readings of the meter or meters and it will be the Consumer's responsibility to deal with any tenants or occupiers or, if the Consumer is a Strata Corporation, the individual proprietors, tenants or occupiers of the Strata Lots. The Consumer's attention is drawn to the provisions of the Water (Production and Supply) Law set out in the Second Schedule.
5. CWC need not supply water if there is any deficiency in CWC's source of supply of water due to any contingency affecting its machinery and works or due to any accidental or other interruption of its water supply.
6. CWC will have such rights of access to the Property as are necessary for constructing, maintaining and operating its water supply BUT it must repair any damage done by its servants or agents in the exercise of those rights of access.
7. The Consumer must pay CWC, at its offices at Regatta Business Park, 4th Floor, West Bay Road, P.O. Box 1114 GT, Grand Cayman, or any other place provided by CWC for the purpose from time to time, for water supplied at the rates specified in the Second Schedule, adjusted annually as provided in this Agreement. The Consumer is also subject to the minimum monthly charges specified in the Second Schedule and must pay minimum charges even if it makes no use at all of CWC's water supply or if it uses less than the specified minimum quantity per month.
8. CWC must furnish, fix and maintain in good repair a meter or meters for determining the quantity of water used by the Consumer. The Consumer must pay the rental specified in the Second Schedule for the use of the meter or meters, which will remain the property of CWC. If any meter is damaged by the Consumer, its servants, agents, licences or invitees, CWC will repair or replace the meter but at the Consumer's expense. The Consumer is liable for the cost of all water passing through the meter unless the meter is found to be defective after a complaint by the Consumer to CWC. CWC will charge the Consumer for water used based on the average water consumption of the previous twelve (12) months when the defective meter was working, pro rata for the period when the meter was not recording correctly or not recording at all.
9. CWC will lay the necessary water lines to the boundary of the Property at a location to be determined by CWC. The Consumer must pay the cost of connecting the Property to CWC's line. The connections must be made by or under the supervision of an employee of CWC. The Consumer must not interfere with the CWC water mains, control valves or meters and must not connect any water pump or other apparatus direct to any water line provided by CWC at any time.
10. All pipes for water supply on the Property must be fitted at the meter with screw-down, shut-off valves or equivalent at the Consumer's expense.
11. CWC will deliver water to the Property at the pressure, from time to time, in its water system. The Consumer must bear the cost of constructing and operating storage and pressure boosting facilities on the Property, if required.
12. The quality of water that CWC supplies must comply with the standards presently required by the Licence. If at any time Government requires CWC to supply water of a higher

quality, then CWC will make an appropriate price adjustment to the cost of water supplied, which it will agree with Government before supplying higher quality water.

13. On January 1st in each year, CWC will adjust the water charges by the formula based on the change in the previous year of the Cayman Islands Government Consumer Price Index and the United States Producer Price Index for Industrial Commodities as at the previous September 30th, as set out in the Licence. CWC may from time to time without notice to the Consumer increase its charges to the extent permitted by the Licence.
14. The water supply service must be used only by the Consumer or his tenants or guests, or if the Consumer is a Strata Corporation, the Strata Lot proprietors, their tenants and guests, and must not be re-sold or otherwise supplied to third parties, either within or outside the boundaries of the Property.
15. Notwithstanding that CWC has connected any water supply to a hydrant or sprinkler system on the Property, it is expressly agreed that CWC will be under no obligation to provide water for fire fighting purposes, at any time whatever or under any circumstances, and will only supply water for those purposes if it is able to do so, and will not be liable for any damage to the Property whatever caused by fire or any related cause.
16. The Consumer may terminate this Agreement at any time by written notice to CWC which will be effective only when all money owed to CWC under this Agreement has been paid in full. In particular, the Consumer remains responsible under this Agreement unless and until he terminates it even after transfer of the Property.
17. CWC may amend the terms of this Agreement at any time on written notice to the Consumer posted to him at his address on CWC's records, but only if and to the extent that the new terms do not conflict with the requirements of the Licence.
18. CWC shall be indemnified by the Consumer against all costs, expenses (including attorneys' fees and disbursements), judgments, penalties, fines and amounts incurred by CWC from any action(s) in relation to any outstanding invoice payments.

FIRST SCHEDULE

The Property

REGISTRATION SECTION	BLOCK	PARCEL
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Brief Description of Property

SECOND SCHEDULE

Seven Mile Beach Service

Minimum water pressure 30 lbs. per square inch.

WATER TARIFF BASE RATES

Rates apply to amounts for the billing period and are exclusive of the Energy Adjustment Factor provided for by the Licence.

(1)	Residential consumers using less than 3,000 U.S. gallons per month	CI\$18.98 per 1,000 U.S. gallons
(2)	Residential consumers using more than 3,000 U.S. gallons per month	CI\$22.77 per 1,000 U.S. gallons
(3)	Commercial/Industrial consumers	CI\$22.77 per 1,000 U.S. gallons
(4)	Public Authority	CI\$20.60 per 1,000 U.S. gallons

Minimum Monthly Charge is for 1,000 U.S. gallons.

METER CHARGES

<u>Size</u>	<u>Monthly Rental</u>	<u>Connection Fee</u>	<u>Reconnection Fee**</u>
20 mm (3/4")	CI\$ 3.50	CI\$80.00	CI\$ 50.00
25 mm (1")	CI\$ 5.00	CI\$120.00	CI\$ 75.00
38 mm (1 1/2")	CI\$ 7.50	CI\$175.00	CI\$110.00
50 mm (2")	CI\$10.00	CI\$240.00	CI\$150.00
75 mm (3")	CI\$15.00	CI\$360.00	CI\$225.00
100 mm (4")	CI\$25.00	CI\$560.00	CI\$300.00
150 mm (6")	CI\$40.00	CI\$800.00	CI\$350.00

** This charge relates to work completed by CWC employees outside the boundaries of the Property. Any work carried out by CWC employees within the boundaries at the Consumer's request will be charged to the Consumer at cost plus thirty percent (30%). Such work will be undertaken entirely at CWC's discretion and must be previously requested in writing.

PLEASE NOTE:-

Under The Water (Production and Supply) Law, 1979 (Law 15 of 1979), it is illegal except in certain specified limited circumstances for anyone other than CWC to supply water for reward within the area licenced to CWC. Further, whoever unlawfully interferes with CWC's water system or obstructs the execution of any works by an employee of CWC in his duties as such is guilty of an offence, and may be liable to be fined or imprisoned in accordance with provisions of the Law

SIGNED by THE CONSUMER in }
the presence of:

Witness

SIGNED on behalf of }
CAYMAN WATER COMPANY
LIMITED in the presence of:

Witness

Per: _____

CAYMAN WATER COMPANY LIMITED

Per: _____