

INDUSTRIAL/COMMERCIAL SERVICE APPLICATION AND CONNECTION AGREEMENT

To: AQUA PUHI, LLC, dba PUHI SEWER & WATER COMPANY (the "Company")

The undersigned (herein the "Service Recipient"), being the _____,
(fee owner or ground lessee)
whose mailing address is _____
(Address)

of property located at _____, (the "Property"), does
(Address)

hereby request permission to install a building sewer and service connection to serve the
_____, which is engaged in _____
(Name of Company) (Type of Business)

at said location, pursuant to the Aqua Puhi, LLC, dba Puhi Sewer & Water Company's Rules and Regulations Governing Rate Schedules and the Provision of Sewer Services to Customers ("Rules and Regulations") set forth in PSWC Tariff No. 1.

PERTINENT INFORMATION:

1. A plat of the property showing accurately all existing sewers and drains is attached hereto as Exhibit A.
2. Plans and specifications covering any work proposed to be performed under this Agreement are attached hereto as Exhibit B.
3. A complete schedule of all waters and wastes produced or expected to be produced at said property, including a description of the character of each water analysis, if required, is attached hereto as Exhibit C.
4. The name, address, email address and telephone number of the person or firm who will perform the sewer connection work is:

_____ Telephone: _____
Email: _____

5. The name, address, email address and telephone number of the person or firm to whom bills and notices are to be sent:

_____ Telephone: _____
Email: _____

6. Date of anticipated service connection _____

AGREEMENT

In consideration of the granting of this Agreement, the Service Recipient agrees:

1. To accept and abide by all conditions and provisions of the Rules and Regulations of the Company available for viewing on the Company's website.
2. To maintain the building sewer at the Service Recipient's cost and at no expense to the Company.
3. *To notify the Company at the following Telephone: (808) 332-7381 ext. 4; OR Email: pswmail@aquaengineers.com; OR Address: PO Box 31000 Honolulu, HI 96849-5707, when the building sewer and service connection are ready for inspection and connected to the Company's sewer system, but before any portion of the work is covered up. At the time of hookup request, the applicant shall schedule a site inspection with a Company representative.*
4. To furnish any additional information relating to the installation or use of said commercial/industrial sewer as may be requested by the Company.
5. To operate and maintain any waste pretreatment facilities as may be required as a condition of the acceptance into the Company's sewer system of the waters and wastes involved, in an efficient manner at all times, and at no expense to the Company.
6. To cooperate at all times with the Company and its representatives in their inspection, sampling, and study of waters and wastes, and any facilities provided for pretreatment.
7. To notify the Company immediately in the event of any accident, negligence, or other occurrence that occasions discharge into the Company's sewer system of any wastes or process waters not covered by the Rules and Regulations.
8. To notify the Company of any transfer (sale or lease) of the premises and to require the transferee to assume the Service Recipients' obligations hereunder, subject to the approval of the Company.
9. This Agreement shall run with the land, whether it is transferred under sale or lease. It shall be the responsibility of the applicant noted in the Agreement to notify the transferee of the stipulation, and of that Recipient's responsibility to inform successors or assigns of the obligations herein.
10. The Service Recipient agrees that sewer service begins at the referenced Property line and that any sewer facilities within the Property area boundaries are the responsibility of the Service Recipient.
11. That notice to the Service Recipient under the Rules and Regulations shall be to the above stated address.

12. To pay a connection fee of \$125 made payable to Puhi Sewer & Water Company and to pay on a timely basis for the sewer and standby service provided by the Company at the current monthly rate specified in PSWC Tariff No. 1 and as may be amended from time to time.
13. That all notices to the Company should be made in writing to: Administrative Services, Puhi Sewer & Water Company, PO Box 31000, Honolulu, Hawaii 96849-5707, OR Email: pswmail@aquaengineers.com.
14. That this Agreement shall at all times be subject to such changes and modifications as the Public Utilities Commission of the State of Hawaii may from time to time direct in the exercise of its jurisdiction.

I hereby acknowledge receipt of the above-referenced documents, have read the same, and agree to abide by the provisions therein, as well as, the above noted conditions. I am authorized to execute this document on behalf of this Property.

Dated: _____

Signature
Owner/Lessee

(Print Name)

or

Signature
Authorized Agent

(Print Name)

(Aqua Puhi, LLC, dba Puhi Sewer & Water Company Use Only)

Application approved on _____, 20____.

Date of Inspection _____, 20____.

Date of Connection _____, 20____.

Inspection fee paid: \$ _____ Ck# _____ Date _____

AQUA PUHI, LLC, dba PUHI SEWER & WATER COMPANY

By _____