

County Wide Utility District

Customer Contract

It is the policy of the Utility to require that the Applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the Applicant's behalf may be required by the Utility to provide the Applicant's written verification as well as Applicant's identification papers, as required below.

Whenever an application is made for service and the Utility has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, the Utility reserves the right to adopt either one of the following two courses:

- a) Treat the Applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

THIS Contract, entered into by and between County Wide Utility District of Crockett County Tennessee, a Utility established and existing under the laws of the State of Tennessee, hereinafter referred to as the "Utility," and the Applicant, hereinafter referred to as "Customer":

Full Legal Name(s): _____

Street/911 Address (for service): _____

City, State/Zip: _____

Billing Address (if different): _____

City, State/Zip: _____

Primary Phone # (____)____-_____

Applicant is: ___Owner ___Renter

Customer Charges:

Nonrefundable Tap Fee: \$ _____

Non-refundable Service Charge: \$ _____

Total: \$ _____

In consideration of payment by the Customer of certain fees detailed in the "Schedule of Rates and Charges", the Utility agrees to furnish service to the service address listed herein, and the Customer agrees to purchase services from the Utility, subject to the terms and conditions herein set forth.

- 1 ... The obligations of this contract shall be binding upon the executors, administrators and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of the Utility.
- 2 ... It is agreed that if Customer sells, subdivides or leases the property herein described, Customer will notify the Utility so that the Utility may execute a new contract with the applicable party or parties.
- 3 ... It is understood and agreed that every condition of this Contract is of the essence of the Contract, and if the Customer breaches any condition herein, the Utility may cut off service to the service address. Service may only be reconnected by order of the Utility, after payment of all rates and charges by the Customer.
- 4 ... Services provided by the Utility shall be supplied only to the Applicant at the address named in this contract. Customer shall not connect any other dwelling or property to his service.
- 5 ... The meter and related appurtenances serving the Customer's service address shall remain the property of the Utility.
- 6 ... The Customer hereby authorizes the Utility and its agents to read, inspect, repair, and maintain the Utility's meter, appurtenances and other property within the Customer's premises. The Utility assumes no liability for operation or maintenance of the Customer's plumbing.
- 7... The Customer agrees to the Utility's meter, appurtenances, and other property at the service address freely accessible by the Utility. Specifically, the Customer will not allow fences, trees, bushes, shrubs, vehicles, equipment, or other items to block the Utility's access for reading, inspection, repairs and maintenance. Upon notification from the Utility, the Customer will remove any impediments to Utility access. If such impediments are not removed within a reasonable time as requested by the Utility, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other applicable fees are paid by the Customer.
- 8... The Utility shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The Utility shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
- 9 ... The Utility makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.
- 10 ... The Utility shall, at its discretion, specify what uses may be made of service provided to Customer. If the Customer fails to comply with the uses so specified, service shall be discontinued.
- 11 ... All plumbing, pressure regulators, valves, service lines, backflow preventers and other devices located on the Customer's side of the meter are the responsibility of the Customer. No pump may be installed on potable water lines without the written permission of the Utility.
- 12 ... The Customer agrees not to allow any cross-connection between the Utility's system and a private well or spring or any other connection, either inside or outside of any building, in such a manner that a flow of water from such connection may potentially be introduced into Utility service lines.
- 13 ... All requests for disconnection of service should be made either in person, if possible, or in writing. The utility will accept telephone requests for disconnection if the caller can give adequate identification. The Utility will make every effort to respond within a reasonable time.
- 14 ... The Customer shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on the Customer's line.
- 15 ... If the Utility discontinues service for non-payment or any other reason and the service is turned on without authorization by the Utility, the Utility shall charge a reconnection fee and penalty charge according with its Schedule of Rates and Charges.
- 16 ... The Customer agrees that in the event any Utility property is damaged, destroyed or tampered with by fault of the Customer, the property shall be repaired or replaced at the Customer's expense and shall be subject to the fees and charges set forth in the Utility's "Theft & Tampering Policy".
- 17 ... The Utility shall have the right to estimate or prorate any bill when conditions beyond the control of the Utility prevent the normal billing procedure.
- 18 ... If the Customer after signing this Contract does not take the service for any reason, the Customer shall reimburse the Utility for any expenses incurred by the Utility.
- 19... The Customer agrees that this document is only an Application for service and shall not be effective as a Contract until approved and executed by a Utility representative. The receipt by the Utility of the Application for service of the prospective Customer, regardless of whatever it is accompanied by payment of fees, shall not obligate the Utility to render such service. If the service cannot be supplied in accordance with the Utility's policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of the Utility to the Applicant for such service shall be limited to the return of fees paid to the Utility by such Applicant, less any project development costs incurred by the Utility.
- 20 ... As a condition of service, the property owner shall provide at no cost a suitable place for the installation of the Utility's meter and related equipment and give an easement to the Utility for said locations. If for any reason a Customer wishes to have the meter relocated after the initial installation,) the Customer must pay all costs incurred for the relocation. If the Utility at any time determines that the Customer has altered the area where the meter was initially installed, and this area is no longer a suitable location as determined by the Utility the Customer must pay all costs incurred by the Utility to relocate the meter.
- 21 ... The Utility bills for services monthly, and bills are mailed in bulk at the United States Post Office. The Utility cannot guarantee the delivery of its bills. Failure to receive a bill does not relieve the Customer of the responsibility of paying of the bill.
- 22 ... If the Utility damages any underground facilities the Customer cannot locate for the Utility, the Customer will be responsible for any damage or repairs

By signing below, the Customer obligates himself or herself to obey all rules and regulations of the Utility and to pay for all Utility service at the service address in accordance with the prevailing rate schedule set by the Utility's Board of Commissioners. In the event of non-payment or unauthorized partial payment, the Customer agrees that the Utility may terminate service and that all unpaid bills are immediately payable by the Customer, including all costs of collection and attorneys fees. It is further understood that the Utility has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any Utility matter. The Customer agrees to abide by such policies, regulations or by-laws.

Customer Signature : _____ Date: _____

Utility Representative Signature: _____ Date: _____