

Water Contract For
EAST MONTGOMERY UTILITY DISTRICT
5195 Highway 41-A South • Clarksville, TN 37043
Phone: (931) 368-1921 • 1-877-428-1921

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF FEES, RATES & 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 in order that it may execute a new contract with the successor CUSTOMER.
- 3 ... It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, the UTILITY may cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY, after the payment of all rates and charges have been paid 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/her service.
- 5 ... The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of the UTILITY.
- 6 ... The UTILITY or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. The UTILITY assumes no liability operation or maintenance of the CUSTOMER'S plumbing.
- 7 ... The CUSTOMER agrees to keep the property at the service address accessible and free from impediments included but not limited to: not to be fenced-in, clear of trees, bushes, shrubs, structures, vehicle and equipment to UTILITY access, maintenance and meter reading. Upon notification from the UTILITY, the CUSTOMER agrees to remove any impediments to UTILITY access. If such impediments are not removed within such 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 such 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 how and 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 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 ... CUSTOMER agrees not to allow any cross-connection between UTILITY service and a private well or spring or any other connection, either inside or outside of any building, in such 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 writing or in person if possible. The UTILITY will accept telephone requests for discontinuance if caller can give adequate identification. The UTILITY will make every effort to respond within a reasonable time.
- 14 ... If the applicant owes a delinquent water bill, it must be paid in full before service can be cut on at any location.
- 15 ... The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device and cut off valve on their line. A check valve is furnished by the UTILITY district when your tap and meter are initially installed.
- 16 ... If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge according to its SCHEDULE OF FEES, RATES & CHARGES. UTILITY reserves the right to file criminal charges for any theft of services.
- 17 ... The CUSTOMER agrees that in the event any UTILITY property is damaged, destroyed or tampered with by the fault of the CUSTOMER, it 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 OF SERVICE & TAMPERING POLICY.
- 18 ... 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.
- 19 ... 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.
- 20 ... The receipt by the UTILITY of the application for service of the prospective CUSTOMER, regardless of whether or not 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 any fees paid to the UTILITY by such applicant.
- 21 ... CUSTOMER agrees that this document is only an APPLICATION for service and shall not be effective as a CONTRACT until approved by an official of the UTILITY. If the service in the opinion of the UTILITY cannot be supplied, the liability of the UTILITY to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by the UTILITY.
- 22 ... As a condition of service, the property owner shall provide at no cost a suitable place for the installation of the meter and related equipment and give an easement to the UTILITY for said location. If for any reason a CUSTOMER wishes to have their meter relocated (any time after the initial installation) the CUSTOMER must pay all cost incurred for the relocation. If the UTILITY at any time determined 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 cost incurred by the UTILITY to relocate the meter.
- 23 ... The UTILITY bills for services monthly, and bills are mailed 1st class at the US Post office. The UTILITY cannot guarantee the delivery of it bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibility of paying bill.
- 24 ... If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.
- 25 ... You agree, in order for us to service our account, notify you of information pertaining to your account or medical condition, or for the purposes of collection, we may contact you by telephone at any number provided by you, including wireless telephone numbers. We may also contact you via e-mail or text message using any e-mail address you provide. Methods of contact may include the use of pre-recorded and artificial voice messages and/or use of an automated dialing device.

By my signature, I obligate myself to obey all rules and regulations of the UTILITY and pay for all UTILITY service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of non-payment or unauthorized partial payment, I agree that the UTILITY may terminate service and that all unpaid bills are immediately payable by me, 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.

Date: _____ Signature _____

Tap Fee: _____ (non-refundable)

Connection Fee: _____ (non-refundable) Address: _____

Cut on Fee: _____ (non-refundable)

Premium on Line: _____ City, State & Zip: _____

Water Contract
For
EAST MONTGOMERY UTILITY DISTRICT
5195 Highway 41-A South • Clarksville, TN 37043
Phone: (931) 368-1921 • 1-877-428-1921

Date: _____

Date Service Requested: _____

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, not withstanding the rights or claims of the other persons.;
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants. THIS AGREEMENT, entered into by and between East Montgomery Utility District of Montgomery 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): _____

Billing Address (if different): _____

Phone No. of Service Address: () _____ Phone No. of Billing Address (if different): _____

Cell# () _____ Email: _____ Date of Birth _____

Driver License No. (s): _____ Social Security No. (s): _____

Employer: _____ Work/Day Phone No.: () _____

Spouse's Name: _____ Social Security No. (s): _____

Spouse's Employer: _____ Work/Day Phone No.: () _____

Emergency Contact or Relative NOT at Service Address: Name & Phone Number No.: () _____

Applicant is: _____ Owner _____ Renter _____ Other _____

If renting, who from? _____ Phone Number _____

Have you ever had service with us before? (Yes) _____ (No) _____ If yes, what location? _____

Service Type: _____ Single Family _____ Multi-Family _____ Home-based business _____ Other _____

Is there any medical reason that service cannot be interrupted? (Yes) _____ (No) _____

(Written verification from a medical doctor is required before meter can be labeled as non-cut-off. The water bill is still required to be paid in full, but notification will be made prior to disconnect.)

Water meters are read monthly around the 20th of each month. Bills will be mailed to customers by the last day of each month. Bills can be paid without penalty until the 15th of each month, after the 15th a 10% penalty will be added to the bill. Accounts not paid by the 20th of each month will be subject to be disconnected (cut off). Customer must pay total amount owed plus the applicable reconnection fee before service can be cut on.

"This institution is an equal opportunity provider and employer"