

Tuckaleechee Utility District

Water 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 AGREEMENT, entered into by and between Tuckaleechee Utility District of Blount 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):

❖ **Contact phone numbers and driver's license numbers must be provided to obtain water service.**

Phone No. of Service Address:

Phone No. of Billing Address (if different):

Work/Day/Cell Phone No.:

Emergency Phone No. of Relative NOT at Service Address:

Driver's License No.

Email:

Applicant is: ___ Owner ___ Renter ___ Other

Service Type: ___ Single Family ___ Multi-family ___ Commercial ___ Other

All meters are read between *1st and the 15th of each month*. Bills will be mailed to customers by the *first day* of the following 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 *15th* of each month will be subject to discontinuation (cutoff) and a fee of *\$50* will be charged for reconnection. There is a \$50 service charge for all new service, unless you are a landlord connecting service at one of your rental property (ies) & the fee is \$25.

Signature _____ **Date** _____

Print Name _____

Tuckaleechee Utility District

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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 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 made 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 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 fails to connect to the system when service is available and a meter is set, the CUSTOMER will pay the minimum bill.
- 15 ... The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on there line.
- 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 Rates and Fees Schedule.
- 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 & 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 mail in bulk 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 the bill. **All bills are due in full the 15th of the month.**
- 24 ... If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.
- 25...Meters are Property of the UTILITY DISTRICT and shall remain so. Should any necessary repairs be needed on said meters, it is the customers' responsibility to contact the UTILITY DISTRICT. Customer will be held LIABLE if customer tampers with the meter in any form or fashion, and this is to include but not limit any repairs, disconnecting, re-connecting or installation.

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 attorney's 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.

Signature: _____

Date: _____