
CUSTOMER CONTRACT - BUSINESS/ RESIDENTIAL SERVICE

No. _____

CUSTOMER ACCT NO.: _____

DATE OF REQUEST: _____

It is the policy of the UTILITY to require 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 one of the following courses:

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

THIS AGREEMENT, entered into by and between **NORTH WEST UTILITY DISTRICT** of Hamilton County, Tennessee, 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 Address (for service): _____

Billing Address (if different): _____

Driver's License Number (s): _____ DOB: _____

Social Security Number (s): _____

Phone No. of Service Address: _____ Cell _____

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

E-mail Address: _____

Employer: _____

Employer Phone Number: _____

Emergency Contact NOT at Service Address: Name _____

Telephone _____ Relation _____

Address _____

Applicant is: _____ Owner _____ Renter _____ Other

Property Owner's Phone No.: _____ Property Owner's Name: _____

Service Type: _____ Single Family _____ Multi-family

_____ Home-based business _____ Business / Other

Is there any medical reason that service cannot be interrupted? If so, explain: _____

(Written verification from a medical doctor is required before a meter can be labeled as non-cut-off)

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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 address listed herein, and agrees to purchase services from the UTILITY, subject to the terms and condition herein set forth.

1. The obligations of this contract shall be binding upon the executor, 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 the 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's name listed on this contract. CUSTOMER shall not connect any other dwelling, property, well, or appurtenant to this service.
5. The meter and related appurtenances that serve CUSTOMER'S service address shall remain the property of the UTILITY.
6. The UTILITY or it agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable times. The UTILITY assumes no liability for the operation or maintenance of the CUSTOMER'S plumbing beyond the meter.
7. The CUSTOMER agrees to keep the property at the service address accessible and free from impediments and allow access, maintenance, and meter reading. Upon notification from the UTILITY, the CUSTOMER agrees to remove any impediment to UTILITY access. If such are not removed within a reasonable time, service will be disconnected. Service shall be reinstated, only after impediments are removed and all bills, reconnection fees, and other fees are paid in full 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 in person, plumbing, or property resulting from such service curtailment or discontinuance.
9. The UTILITY makes no guarantees, express or implied, as to service quality, 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 to specified, service shall be discontinued.
11. All pressure regulators, valves, service lines, and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER. No pump may be installed or potable water lines connected without written permission of the UTILITY.
12. CUSTOMER agrees to prevent any cross-connection between the UTILITY service and a private well 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 shall be made in writing or in person, when possible. The UTILITY will accept a telephone request for discontinuance if caller can give adequate identification. The UTILITY will make every effort to respond within a reasonable time.
14. Once a service tap is completed, it is considered active. CUSTOMER will pay the minimum bill until such time as the CUSTOMER connects to the service or until such time as CUSTOMER notifies the UTILITY that service is no longer needed.
15. CUSTOMER shall be responsible for installing and maintaining a pressure regulator device and shut-off valve on their side of meter.
16. If the CUSTOMER'S service is disconnected 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 Fee Schedule.
17. The CUSTOMER agrees that in the event utility property is damaged, destroyed, or tampered with by the CUSTOMER, same shall be repaired or replaced at the Customer's expense.
18. The UTILITY shall have the right to estimate water bills when conditions beyond the control of the UTILITY prevent normal billing.
19. If the CUSTOMER, after signing this CONTRACT, does not take the service for any reason, the CUSTOMER shall reimburse the UTILITY for any expense incurred.
20. The UTILITY shall not be obligated to install any service if it cannot be installed in accordance with established policies, rules, regulations, and general practices that may include both state and federal requirements; regardless of payment or non-payment fees. Liability of the UTILITY to the applicant shall be limited to the return of fees paid by applicant.
21. CUSTOMER agrees to complete an APPLICATION for service and it will not be effective as a CONTRACT until service is installed and approved by the UTILITY. As a condition of service, property owner must provide a suitable place for the meter and related equipment installation and CUSTOMER agrees the UTILITY has a permanent easement to the location of this service.
22. Any damage to underground utilities not located by the CUSTOMER shall be the responsibility of the CUSTOMER.

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 be 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 all 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 _____

Signature _____ Date _____