

WATER APPLICATION CONTRACT

ACCT # _____

It is the policy of the Town of Dandridge 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 Town of Dandridge 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 Town of Dandridge has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimant's attempts to prevent such service being furnished. The Town of Dandridge 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 the Town of Dandridge, TN, a municipality established and existing under the laws of the State of Tennessee, hereinafter referred to as the "Town", and the applicant, hereinafter referred to as "Customer."

CUSTOMER INFORMATION: APPLICANT IS _____ OWNER _____ RENTER _____ OTHER _____

FULL LEGAL NAME(S): _____ SPOUSE _____

STREET/911 ADDRESS (SERVICE): _____

BILLING ADDRESS IF DIFFERENT THAN SERVICE _____

CITY _____ STATE _____ ZIP _____ PHONE NO. _____

The utility bills for services monthly and the bills are mailed in bulk at the US 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 the bill.**

EMPLOYER _____ PHONE NO. _____ SSN: _____

SERVICE TYPE: _____ RESIDENT _____ *BUSINESS (MAY BE SUBJECT TO ADD ON FEES)

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.)

The meters will be read between the 17th and the 24th of each month. Bills will be mailed to customers by the first day of each month. Bills can be paid without penalty until the 12th of the each month, after the 12th a penalty will be added to the bill. ACCOUNTS NOT PAID BY THE 22ND OF EACH MONTH WILL BE SUBJECT TO BE DISCONTINUED (CUTOFF-WITH NO FURTHER NOTICE) AND A FEE OF \$50 WILL BE CHARGED FOR RECONNECTION. A FEE IS CHARGED FOR ALL RETURN CHECKS AND BANK DRAFT RETURNS.

In consideration of payment by the customer of certain fees detailed in the schedule of rates and charges, the Town agrees to furnish service to the service address listed herein, and the Customer agrees to purchase services from the Town, subject to the terms and conditions herein set forth.

The following information is requested by the Federal Government in order to monitor our compliance with various civil rights laws. You are not required to furnish this information but are encouraged to do so. The law requires that we may not discriminate based upon this information, nor whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations, we are required to note the race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the following box. _____ I do not wish to furnish this information

REQUESTED CIVIL RIGHTS COMPLIANCE INFORMATION:

Ethnicity: _____ Hispanic or Latino _____ Not Hispanic or Latino **Sex:** _____ Female _____ Male
Race: _____ American Indian or Alaskan Native _____ Black or African American
_____ Native Hawaiian or Other Pacific Islander _____ White

PLEASE READ AND SIGN BACK

OFFICE USE ONLY

ACCOUNT SET-UP OR TAP FEES ARE NON-REFUNDABLE

CUSTOMER FEE _____ RECEIPT # _____

_____ NEW ACCOUNT SET-UP _____ WATER TAP _____ SEWER TAP

_____ METER READING _____ METER READ DATE METER # _____ DATE SET _____

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 Town.
2. It is agreed that if Customer sells, subdivides or leases the property herein described, Customer will notify the Town 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 Town may cut off one or all of its services to the service address and may not be reconnected except by order of the Town, after the payment of all rates and charges have been made by the Customer.
4. Services provided by the Town shall be supplied only to the applicant at the address named in this contract. Customer **shall not connect to 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 Town.
6. The Town or its agents reserve the right to make inspections of the service installation within the Customer's premises upon reasonable notice and at reasonable notice and at reasonable time. The Town assumes no liability operation or maintenance of the Customer's plumbing from the tap to the Town's line to the Customer's residence.
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 tree, bushes, scrubs, structures, vehicle and equipment to town access, maintenance and meter reading. Upon notification from the Town, the Customer agrees to remove any impediments to Town access. If such impediments are not removed within such reasonable time as requested by the Town, 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 Town shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The Town 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 Town makes not guarantees, expressed or implied, as to service quality, quantity, pressure consistency or continuity.
10. The Town 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 preventors and other devices located on the Customer's side of the meter are the of the responsibility Customer. No pump may be installed on potable water lines without the written permission of the Town.
12. Customer agrees not to allow any cross-connection between Town and service and a private well 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 Town service lines.
13. All requests for disconnection of service should be made either in writing or in person. The Town 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 tap is made, the Customer will pay the minimum bill, whether they connect or not. Customer is responsible for the bill after tap is made.
15. If the Town discontinues service for non-payment or any other reason and the service is turned on without authority of the Town, the Town shall charge a reconnection fee of \$50.00.
16. The Customer agrees that in the event any utility property is damaged, distorted, or tampered with by the fault of the Customer, it shall be repaired 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 Town shall have the right to estimate or prorate any bill when conditions beyond the control of the Town 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 Town for any expenses incurred.
19. The receipt by the Town of the application for service of the prospective Customer, regardless of whether or not accompanied by payment of fees, shall not obligate the Town to render such service. If the service cannot be supplied in accordance with the Town's policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of the Town to the applicant for such service shall be limited to the return of any fees paid to the Town by such applicant.
20. 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 Town. If the service in the opinion of the Town cannot be supplied, the liability of the Town to the Customer shall be limited to the return of fees, less any development cost as incurred by the Town.
21. 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 Town for said location. If for any reason a Customer wishes to have their meter relocated (any time after initial installation) the Customer must pay all cost incurred for the relocation. If the Town at any time determined that the Customer has altered the area where the meter was initially installed and the area is no longer a suitable location as determined by the Town the Customer must pay all cost incurred by the Town to relocate the meter.
22. The utility bills for services monthly and the bills are mailed in bulk at the US 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 the bill.**
23. If the Town damages any underground facilities the Customer cannot locate, the Customer will be responsible for all repairs.
24. If you are a new LMI customer you are required to keep an activate account for 12 consecutive months.
25. Accounts not paid in full within 30 days will be turned over to a collection agency.
26. The Customer shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on their line. _____
27. The Customer acknowledges receipt of the billing reference handout. _____

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 Town 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 Town matter. The Customer agrees to abide by such policies, regulations or by-laws.

***PLEASE MAKE SURE HOUSE NUMBERS ARE ON HOUSE**

WATER ACCOUNT SET-UP FEE IS NON-REFUNDABLE

Customer's Signature: _____ **Date:** _____

IF METER IS TURNING WHEN WATER IS TURNED ON, THE METER WILL BE TURNED BACK OFF. PLEASE MAKE SURE NO WATER IS ON INSIDE OR OUTSIDE OF PROPERTY.

Accepted by: _____
Town of Dandridge