

**ALPHA-TALBOTT UTILITY DISTRICT
CUSTOMER CONTRACT**

Receipt No. _____ Date Service Required _____ Acct. No. _____

Tapping Fee _____ Service Charge _____

THIS AGREEMENT, entered into by and between ALPHA-TALBOTT UTILITY DISTRICT of HAMBLEN/ JEFFERSON 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".

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 of claims of other persons;
- (b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

FULL LEGAL NAME(S) _____

STREET ADDRESS (FOR SERVICE) _____ City _____

State _____ Zip _____

MAILING ADDRESS (if different):

_____ City _____ State _____ Zip _____

MARITAL STATUS: Single _____ Married _____ Spouse's Name _____

DRIVER LICENSE NO. _____

APPLICANT'S DATE OF BIRTH: _____

SOCIAL SECURITY NO. _____

PHONE NUMBER (CELL): _____

PHONE NUMBER (ALTERNATIVE): _____

EMPLOYER: _____

EMPLOYER'S ADDRESS: _____

WORK/DAY PHONE NO. _____ E-MAIL: _____

EMERGENCY CONTACT INFORMATION NOT AT SERVICE ADDRESS:

NAME/ADDRESS: _____

PHONE NUMBER: _____

At address where service is being requested:

Applicant is: () OWNER () RENTER () OTHER _____ (explain)

SERVICE TYPE: () SINGLE FAMILY () MULTI-FAMILY () HOME BASED BUSINESS
() OTHER _____

Is there any medical reason that service cannot be interrupted?

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

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.** Service 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 for the 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 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 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 cross-connection between 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 should be made in person.
- 14.** The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
- 15.** 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.
- 16.** 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.
- 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.** 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.
- 19.** 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.
- 20.** As 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.
- 21.** Customer should have and will be responsible for a cut-off valve on his service line.
- 22.** If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.

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.

I have read and understand the terms of this contract:

Customer Signature

Date

NOTICE

OBTAINING UTILITY SERVICE BY FRAUD IS UNLAWFUL

It is Unlawful to obtain or attempt to obtain by use of any fraudulent scheme, device, means or method, electric, sanitary sewer, water, or gas service, with intent to avoid payment of the lawful price, charge or toll therefore, or for any person to cause another to avoid such payment for such service, or for any person to assist another in avoiding payment for electric, sanitary sewer, water, or gas service, either through the making of multiple applications for service at one (1) address, or otherwise. **TCA 65-35-102 (3)**

Also any person violating the provisions of **TCA 65-35-102** is liable civilly for damages resulting from such violation, including actual, compensatory, incidental and punitive damages. The damages shall be three (3) times the utility's estimated loss of revenue, plus reasonable attorney's fees and costs associated with such loss.

TCA 65-35-104 (a) (b)

"ALPHA-TALBOTT UTILITY DISTRICT IS AN EQUAL OPPORTUNITY PROVIDER"

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 here: ____ I do not wish to furnish this information

Race: White ____ Black or African American ____ American Indian or Alaskan Native ____

Native Hawaiian or Pacific Islander ____ Hispanic or Latino ____ Asian ____

Ethnicity: ____ Hispanic or Latino ____ Not Hispanic or Latino

Sex: ____ Male ____ Female