

Fall Creek Falls Utility District  
27364 State Route 30  
Pikeville, TN 37367  
423-881-5065 fax 423-881-5951

WATER SERVICE CONTRACT

Date: \_\_\_\_\_

New Tap     Existing Tap, New Account     Van Buren County     Bledsoe County

Full Legal Name(s) \_\_\_\_\_

Street Address (for service) \_\_\_\_\_

Billing Address (*if new build or different*) \_\_\_\_\_

Phone Number \_\_\_\_\_ Work/Day Phone Number \_\_\_\_\_

Place of Employment \_\_\_\_\_

Applicant is: ( ) Owner    ( ) Renter    ( ) Other, explain \_\_\_\_\_

Landlord's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Landlord's Address \_\_\_\_\_

THIS AGREEMENT is entered into on this date \_\_\_\_\_ by and between the Fall Creek Falls Utility District, hereinafter referred to as the "Utility District" and the Applicant, hereinafter referred to as the "Customer".

1. The Fall Creek Falls Utility District agrees to furnish water to the Customer for residential and commercial purposes, subject however to the terms, stipulations and conditions hereinafter set forth and the rules and regulations of the Utility District as the same now exist or as they may be hereafter amended, modified or promulgated.
2. The premises to be served by this contract shall include ONLY ONE (1) residence or business house located on said premises PER METER.
3. It is agreed that if the Customer sells, subdivides or leases the property herein described, the Customer will notify the Utility District in order that it may execute a new contract with successor Customer.
4. The Customer shall pay the required tap fee (if applicable). (NOTE: This tap fee is based upon a 3/4" tap. A 1" or 2" tap will be determined at cost at the actual time of installation.)
5. The Customer agrees to prevent the waste of water. The Utility District shall have the right in the case of emergency, water shortage or any other reason the Utility District shall deem proper, to allocate the amount of water used by the customer.

6. The Customer agrees that the Utility District and its representatives will have easy access in and out of the Customer's property for the purpose of reading the water meter and for the purpose of repairing or maintaining any property of the Utility District which is located on the property of the Customer.
7. The Customer agrees to be liable for any damages incurred to the meter or other assets of the Utility District resulting from the Customer's negligence. The asset or meter shall be replaced or repaired at the Customer's expense.
8. The Customer shall install his own service line from the meter to the place of actual use and shall be responsible for maintaining such line. The Customer shall be responsible for leaks or other losses incurred as a result of defects or breakage on the Customer's side of the meter. The Customer agrees there will be no cross-connecting of any water line from which the Utility District supplies water to any other water source, such as a well, etc.
9. The meters of the Utility District shall be read between the 1<sup>st</sup> and 25<sup>th</sup> day of each month. The Customer shall pay the bill before 2pm on the due date to avoid any penalty charges. Failure to receive a bill will not relieve the Customer from paying the amount of charges on his account by the due date. Failure to pay at this time shall cause forfeiture upon his right to receive water service. The meter shall then be "locked out" or "pulled" and a service reconnect charge of \$35.00 will be required to be paid before water service will be reinstated.
10. The Customer agrees to pay a minimum monthly charge, plus taxes, whether or not any water is used as long as the Customer has access to the use of the water.
11. In the event the Customer disputes or contests any action by the Utility District, he shall give written notice to the Utility District within fifteen (15) days after the action disputed. Failure to give such timely notice shall be a waiver by the Customer of the dispute or contest. Said notice shall state the action complained of and the reason for the complaint. The Customer shall then be entitled to a conference with the Utility District's authorized representative(s). The Customer waives any further notice of his right to a conference.
12. As used in this contract, the singular includes the plural and masculine includes the feminine. It is further understood and agreed that this contract shall be binding upon the original parties, their heirs, successors, representatives, lessees, grantees and assigns, and that there are not other implied or covenants, representatives or warranties on the part of the Fall Creek Falls Utility District.

Applicant's Signature:

\_\_\_\_\_

Fall Creek Falls Utility District

Account # \_\_\_\_\_

By: \_\_\_\_\_

Meter # \_\_\_\_\_

The Fall Creek Falls Utility District prohibits discrimination on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status.