

WOODLAWN UTILITY COMMERCIAL CUSTOMER CONTRACT

Please read carefully and fill out all information.

It is the policy of the UTILITY to require that the applicant seeking service be the responsible party for all billing, service fees, and miscellaneous charges during the duration of active service in said company's name at the service address. It will be the applicant's responsibility to schedule the termination of service with this UTILITY when services are no longer needed. 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 **THE WOODLAWN UTILITY DISTRICT** of **MONTGOMERY 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 to as **"CUSTOMER."**

**BUSINESS NAME:** \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_ ACCOUNT MANAGER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

EIN: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

SERVICE REQUEST DATE: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ SECONDARY PHONE: \_\_\_\_\_

Are you presenting a certificate of exemption? \_\_\_\_\_ Yes \_\_\_\_\_ No

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

Is this rental property? \_\_\_\_\_ Yes \_\_\_\_\_ No

The meters will be read starting on the **13<sup>th</sup> of each month**, unless the 13<sup>th</sup> falls on a weekend or holiday. Bills will be mailed to customers by the **last working day of each month**. Bill can be paid without penalty until the **10<sup>th</sup> of each month**, after the 10<sup>th</sup> a 10% penalty will be added to the water. Accounts not paid by the **20<sup>th</sup> of each month** will be subject to an interruption of service (cutoff) and a fee of **\$50.00** will be charged for reconnection. **Service will be locked until the bill and the cut off fee is paid in full.**

**BILLS ARE MAILED THE LAST WORKING DAY OF THE MONTH. WE ARE NOT RESPONSIBLE FOR MAIL DELIVERY. IF YOU HAVE NOT RECEIVED A BILL BY THE 3<sup>RD</sup> OF THE MONTH YOU SHOULD CONTACT THE OFFICE TO FIND OUT THE AMOUNT OF YOUR BILL.**

## WOODLAWN UTILITY DISTRICT WATER CONTRACT

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.
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.
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 preventors 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. The customer shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on their line.
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 and shall be subject to the fees and charges set forth in the utility's "Theft & Tampering Policy".
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. 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.
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 **CUSTOMER** will be responsible for any project development costs incurred by the **UTILITY**.
20. 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.
21. The utility bills for services monthly and 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 responsibly of paying of the bill.**
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 attorney 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

**SERVICE / WORK ORDERS**

- All new accounts/customer service orders will be done between the hours of 7:30-10:00 AM, Monday – Friday except when WUD has a water leak emergency or inclement weather. After application is completed, the earliest a customer’s water can be turned on is the next business day except on Friday. On Friday water can be turned on same day between the hours of 7:30 – 3:00.
- The earliest water service can be turned off is the next business day after notice of termination.

**PLEASE CHECK ONE OF THE FOLLOWING OPTIONS**

\_\_\_\_\_ Water is already on transferring only.

\_\_\_\_\_ I only want the meter read and unlocked only.

\_\_\_\_\_ I will be present when the water is turned on between the hours of 7:30 – 10:00 A.M.

\_\_\_\_\_ I will not be present when the water is turned on. If the meter does not stop running Woodlawn Utility will turn the water back off. If the customer can not turn the water back on and Woodlawn Utility has to come back out, during regular business hours, Monday-Friday, 8:00-4:00, there will be a \$25.00 service charge added to your first months bill. After 4:00 PM there will be a \$50.00 service fee.

**I UNDERSTAND THAT WOODLAWN UTILITY DISTRICT IS NOT RESPONSIBLE FOR ANY WATER DAMAGE THAT MAY OCCUR FROM METER BEING TURNED ON**

\_\_\_\_\_  
Customer/customer representative’s signature

\_\_\_\_\_  
Date