

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 **13th of each month**, unless the 13th 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 **10th of each month**, after the 10th a 10% penalty will be added to the water. Accounts not paid by the **20th 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 3RD 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

- New customers that are at the office **BEFORE 3:00 PM**, can request same day service.
- The exception would be if W.U.D. has a water leak emergency or inclement weather.
- If you are out of state, you can go to www.woodlawnutility.com, print off a copy of the **application, service/work order form, lease/purchase agreement and a photo ID**. Email these forms to, office@woodlawnutility.com. The service fee has to be paid before the water can be turned on. This can be done by a realtor, friend or family member.

PLEASE CHECK ONE OF THE FOLLOWING OPTIONS

_____ Water is already on.

_____ I will be present when the water is turned on between the hours of 7:30 AM to 3:00 PM.

_____ I will not be present when the water is turned on. W.U.D. will not be responsible for any water damage.

_____ I will not be present when the water is turned on between the hours of 8:00 AM to 3:00 PM. If the meter continues to turn, the water will be turned off and there will be a \$25.00 fee for WUD to come back out and turn the water back on. If the request is made after regular business hours, there will be a \$50.00 after hours fee.

_____ I only want the meter read and unlocked.

Customer/customer representative's signature

Date