

WATER APPLICATION CONTRACT

ACCOUNT # _____

FULL LEGAL NAME(s): _____ SPOUSE _____

STREET/911 ADDRESS (service): _____

BILLING ADDRESS _____

PHONE# _____ CELL _____ LANDLINE _____ SPOUSE'S PHONE# _____ CELL _____ LANDLINE _____

EMAIL ADDRESS: _____

EMPLOYER _____ EMPLOYER'S PHONE # _____

SPOUSE'S EMPLOYER: _____ SPOUSE'S EMPLOYER PHONE#: _____

DRIVER'S LICENSE# _____ SPOUSE'S DRIVER'S LICENSE# _____

SSN: _____ SPOUSE'S SSN: _____

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

LANDLORD'S NAME: _____

SERVICE TYPE: _____ Residence _____ Business _____ Other _____

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.)

It is the policy of the Shady Grove Utility District (hereafter, referred to as SGUD), 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 SGUD to provide the applicant's written verification as well as applicant's identification papers.

Whenever an application is made for service and SGUD 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, SGUD 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 by and between SGUD, a Utility district established and existing under the laws of the State of Tennessee, hereinafter referred to as "SGUD", and the applicant, hereinafter referred to as "Customer".

REQUESTED CIVIL RIGHTS COMPLIANCE INFORMATION: The following information is requested by the Federal Government 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 upon visual observation or surname. If you do not wish to furnish the information, please check the following box. ☐ I do not wish to furnish this information.

Ethnicity ☐ Caucasian/White ☐ African American ☐ Hispanic ☐ Asian ☐ Native American ☐ Other ☐

SEX: ☐ Female ☐ Male

The monthly Utility bills for services 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.

The meters will be read between the 13th and 20th of each month. Bills will be mailed to Customers by the first day of each month. Bills can be paid without penalty until the 15th of each month, after the 15th a penalty will be added to the bill.

ACCOUNTS NOT PAID BY THE 25TH OF EACH MONTH WILL BE SUBJECT TO DISCONNECTION WITH NO FURTHER NOTICE. A \$50.00 DELINQUENT FEE WILL BE AUTOMATICALLY APPLIED TO THE ACCOUNT ON THE 26TH IF THE BILL IS UNPAID, AND THE WATER WILL BE CUT OFF. A FEE IS CHARGED FOR ALL RETURNED CHECKS AND BANK DRAFT RETURNS.

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

PLEASE READ AND SIGN BACK

TERMS AND CONDITIONS OF SERVICE

1. The obligation of this contract shall bind the original parties' estates and successors, and contracts are non-transferable without written consent.
2. Customers selling, subdividing, or leasing the property must notify the Utility to execute a new contract.
3. Contract breaches permit the Utility to cut off services, requiring full payment and Utility order for reconnection.
4. Services are exclusive to the named applicant and address; no connecting other properties is permitted.
5. Meters and appurtenances remain Utility property.
6. The Utility may inspect installations on reasonable notice and assumes no liability for customer plumbing maintenance.
7. Customers must keep the service area accessible and clear of impediments including but not limited to: not to be fenced-in, clear of trees, bushes, shrubs, structures, vehicle, and equipment. The Customer is responsible for maintaining the area around the meter box and must notify the Utility immediately if there is any damage, defect, or safety issue with their meter box or lid. Unremoved impediments lead to disconnection until cleared and fees are paid.
8. Service may be restricted or discontinued during emergencies, and the Utility is not liable for curtailment losses beyond its control.
9. No express or implied guarantees are made regarding service quality, pressure, or continuity.
10. The Utility specifies allowable service uses, and non-compliance leads to discontinuation.
11. Customers are responsible for devices on their side of the meter; pumps need written permission.
12. Cross-connections with private wells or springs are prohibited.
13. Disconnection requests require written, in-person, or phone notice verified with a Social Security number.
14. New tap customers are billed after registering 100 gallons.
15. Unauthorized turn-ons incur an additional fee.
16. Damaged Utility property is repaired at the customer's expense.
17. Bills may be estimated or prorated during uncontrollable conditions.
18. Unused contracted services require expense reimbursement.
19. Applications do not obligate the Utility to render service if policies prevent it, limiting liability to fee returns.
20. Applications become effective contracts only upon official approval.
21. Property owners provide installation space and easements at no cost; relocations initiated by customers or due to customer alterations are at customer expense.
22. If the Utility damages any underground facilities the Customer cannot locate, the Customer will be responsible for all repairs.
23. Accounts unpaid within 90 days go to collections.
24. The Customer shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on their line.

INITIAL HERE _____

25. The Customer acknowledges receipt of the billing reference handout. **INITIAL HERE** _____

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 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.

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

WATER ACCOUNT SERVICE CHARGE IS NON-REFUNDABLE AND NON-TRANSFERRABLE!

REQUESTED SERVICE START DATE: _____

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: _____
Shady Grove Utility District