

CUSTOMER CONTRACT - RESIDENTIAL SERVICE

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. 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 times. 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...CUSTOMER agrees not to allow any 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 a 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...If the applicant fails to connect to the system when service is available and a tap is made, the CUSTOMER will pay the minimum bill until such time as the CUSTOMER installs his service or until such time as CUSTOMER notifies the UTILITY that he no longer wishes service.
- 15...The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
- 16...If the UTILITY discontinues service for nonpayment or any other reason and the service is turned on without the authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge according to its Schedule of rates and Charges.
- 17...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.
- 18...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.
- 19...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.
- 20...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.
- 21...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.
- 22...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.
- 23...CUSTOMER shall have and will be responsible for a water cutoff valve on his service line.
- 24...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 nonpayment 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 bylaws that may be necessary or proper regarding any UTILITY matter. The CUSTOMER agrees to abide by such policies, regulations or bylaws.

CUSTOMER SIGNATURE

AUTHORIZING SIGNATURE

Date: _____

Date: _____

CUSTOMER CONTRACT - RESIDENTIAL SERVICE

Nº 0001250

CUSTOMER ACCOUNT NO: _____

DATE
SERVICE REQUESTED: _____

Webb Creek Utility District

3625 Lindsey Mill Rd. • Gatlinburg, TN 37738
(865) 430-3640

It is the policy of the UTILITY to require that the applicant seeking service be the responsible party for 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 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 WEBB CREEK UTILITY DISTRICT of Sevier 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":

Full Legal Name(s): _____

Street Address (for service) _____

Billing Address (if different) _____

~~Driver License No(s)~~ _____

Phone No. of Service Address: _____

Phone No. of Billing Address (if different) _____

Work/Day Phone No. _____

Emergency Phone No. of Relative NOT at Service Address: _____

Relationship: _____ Address: _____

Applicant is: Owner Renter Other _____

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-cutoff)

White	Black or African American	American Indian or Alaskan Native	Native Hawaiian or Pacific Islander	Hispanic or Latino	Asian

~~Does property have existing gas?~~ _____

~~Do you plan to install a hot tub?~~ _____

WHITE COPY - UTILITY
YELLOW COPY - CUSTOMER

ADDENDUM TO CUSTOMER CONTRACT – RESIDENTIAL SERVICE
FOR CUSTOMERS WITH PRIVATE SEWER LINES
WEBB CREEK UTILITY DISTRICT
3625 LINDSEY MILL ROAD, GATLINBURG, TN 37738

25. Customer acknowledges this is a private sewer line. Customer will be responsible for the operation and maintenance related to said sewer line. Customer agrees to hold harmless Webb Creek Utility District (Utility District) including, but not limited to complaints, damages, or any other maintenance problems or legal issues relating to said sewer line.

26. Customer will provide to the Utility District a copy of all written agreements between the private parties involved for usage of the private sewer line prior to starting construction of the sewer line.

27. Customer agrees to obtain approval from the Utility District prior to any construction, maintenance, changes or work of any kind to said sewer line.

28. Customer must provide notice and obtain the written approval of the Utility District prior to, during, and after any construction, maintenance, changes or work of any kind to said sewer line.

29. The Utility District reserves the right to inspect the said sewer line prior to, during, and after any construction, maintenance, changes or work of any kind to said sewer line.

30. Any administrative or field work required by Utility District employees must be pre-approved by the District Manager of the Utility District.

31. Customer is responsible for any costs and fees incurred by the Utility District such fees as testing, employee labor, or other fees outside of the normal course of business and fees related to providing sewer service to the customer.

32. Attached is a list of fees as of 1/1/2013. Fees may be changed at any time without notification to property owners. Current updates to fees will be maintained on the Webb Creek Utility District's web-site.

Customer Signature

Date

Customer Signature

Date

Webb Creek Utility District

Authorized Signature

Date

Backhoe/Dump Truck

Backhoe and Dump Truck will be billed at the current rate of \$70.00 per hour for each piece of equipment plus the cost of the operator at the current rate as listed in the service calls and inspection fees section of the policy.

Sewer tap fee \$580.00

3/4" water meter tap fee \$1353.00 this includes up to 15' of copper line. Any additional copper will be billed on a case by case basis. The customer will be required to pay the \$1353.00 before any work begins. The remainder will be determined after the work is completed. If the customer fails to pay the remainder of the tap fee within 7 days the meter will be locked up until the tap fee is paid in full.

1" water meter tap fee \$1503.00 this includes up to 15' of copper line. Any additional copper will be billed on a case by case basis. The customer will be required to pay the \$1503.00 before any work begins. The remainder to be determined after the work is completed. If the customer fails to pay the remainder of the tap fee within 7 days the meter will be locked up until the tap fee is paid in full.

Utility Contract 3/4" water meter tap fee \$525.00

Utility Contract 1" meter tap fee \$700.00

2" meter tap; 2" Compound meter tap; 4" Compound meter tap will be billed on a case by case basis.

Water tap fees, for taps requiring a road bore, will be based on the estimated cost of the boring work. The estimate will be prepared by the District. The customer will be responsible for the total actual cost of the work.

2" tap; 6"x4" tap; 6"x6" tap; 8"x6" tap will be billed on a case by case basis.

"PVC Taps Only"

Webb Creek Utility District reserves the right to make the tap or to require the contractor to make tap.

Returned Check Fee

If a customer check is returned to the UTILITY by a financial institution for any reason, a fee in the amount of \$20.00 will be added to the amount due. The customer will be notified that the check is being held, and the customer will be required to pay the amount by money order, cashier's check or cash,

Forfeited Payment Discount

All utility bills not received at the district office, 3625 Lindsey Mill Road, by 12:00 p.m. on the 25th of the month will be charged 10% late fee. If the 25th of the month falls on a holiday or weekend the late fees will be added at 12:00 p.m. the first work day following the 25th.

Customer Contract

Any customer or potential customer desiring utility service from the UTILITY shall fill out a CUSTOMER CONTRACT FORM. A transfer fee of \$25.00 will be charged if service is not disconnected. If service is disconnected a \$70.00 reconnection fee will apply. These fees are NOT a security deposit and are NOT refundable unless the UTILITY cannot within a reasonable period of time, provide service. All related fees will be paid in full before contract is executed. Water service may be disconnected if any customer fails to sign a customer contract after taking ownership or possession of a property.

Transferred Utility Service / New Customer Contract

Any outstanding sewer bill to any location shall be the responsibility of any new customer to satisfy before any new customer contract for service can be entered. Sewer availability is a constant service whether or not the same is used and the availability for that service at a given location is a continuing charge and must be satisfied prior to a customer contract being entered.

Service Calls/Inspection Fees

Customers that have need for service calls or inspections to their water or sewer systems after normal business hours, weekends and holidays will be billed for this service at the rate for District Manager 80.00; Assistant Manager 75.00; Maintenance 69.00 and Wastewater Treatment Plant Operator 69.00 per hour. For service calls or inspections to customer's water or sewer systems during regular business hours, the customer will be billed for the service at the rate for District Manager 55.00; Assistant Manager 50.00; Maintenance 46.00 and Wastewater Treatment Plant Operator 46.00 per hour.