



WATTS BAR UTILITY DISTRICT

Fire Line Contract/Application

It is the policy of Watts Bar Utility District (WBUD) 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 WBUD 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 WBUD 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, WBUD 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 Watts Bar Utility District, a UTILITY established and existing under the laws of the State of Tennessee, hereinafter referred to as the "WBUD," and the applicant, hereinafter referred to as "CUSTOMER":

Bills can be paid without penalty until the 20th of each month, after the 20th a 10% penalty will be added to the bill. Accounts not paid by the 25th of each month will be subject to be discontinued (cutoff) and a fee will be charged for reconnection. (see Schedule of Rates and Chargers).

All Blanks Must be Completed:

Full Legal Name(s) (print): _____ County _____

Street / 911 Address (for service): _____

Street / 911 Address City: _____ State: _____ Zip: _____

Billing Address (if different): _____

Billing Address City: _____ State: _____ Zip: _____

Driver License No.(s): _____ DOB _____

Social Security No.(s) : _____ DOB _____

Phone No. of Service Address: (____) _____ Phone No. of Billing Address (if different): (____) _____

Work/Day Phone No.: (____) _____

Applicant is: ___ Owner ___ Renter ___ Other _____

Service Type: ___ Single Family ___ Multi-family ___ Home-based business ___ Business ___ Other

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In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, WBUD agrees to furnish service to the service address listed herein, and the CUSTOMER agrees to purchase services from WBUD, 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 WBUD.
- 2 ... It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify WBUD 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, WBUD may cut off one or all of its services to the service address and may not be reconnected except by order of WBUD, after the payment of all rates and charges have been made by the CUSTOMER.
- 4 ... Services provided by WBUD 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 WBUD.
- 6 ... WBUD 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. WBUD 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 WBUD access, maintenance and meter reading. Upon notification from WBUD, the CUSTOMER agrees to remove any impediments to WBUD access. If such impediments are not removed within such reasonable time as requested by WBUD, 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... WBUD shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. WBUD 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 ... WBUD makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.
- 10 ... WBUD 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 preventers 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 WBUD.**
- 12 ... CUSTOMER agrees not to allow any cross-connection between WBUD 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 WBUD service lines.
- 13 ... All requests for disconnection of service should be made either in writing or in person if possible. WBUD will accept telephone requests for discontinuance if caller can give adequate identification. WBUD 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 , not to be less than one year.
- 15 ... If WBUD discontinues service for non-payment or any other reason and the service is turned on without authority of WBUD, WBUD shall charge a reconnection fee and penalty charge according to its Rates and Fees Schedule.
- 16 ... The CUSTOMER agrees that in the event any WBUD 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 setforth in WBUD's "Theft & Tampering policy."
- 17 ... WBUD shall have the right to estimate or prorate any bill when conditions beyond the control of WBUD 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 WBUD for any expenses incurred.
- 19 ... The receipt by WBUD of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate WBUD to render such service. If the service cannot be supplied in accordance with WBUD'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of WBUD to the applicant for such service shall be limited to the return of any fees paid to WBUD by such applicant.
- 20 ... 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 WBUD. If the service in the opinion of WBUD cannot be supplied, the liability of WBUD to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by WBUD.
- 21 ... 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 WBUD 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 WBUD 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 WBUD the customer must pay all, cost incurred by WBUD to relocate the meter.
- 22 ... WBUD bills for services monthly, and bills are mail in bulk at the US Post office. WBUD cannot guarantee the delivery of it bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibly of paying of the bill.
- 23 ... If WBUD damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.

Signature: _____

Date: _____

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24 ... The entire private fire prevention system on CUSTOMER'S premises shall be subject to the inspection, test and approval of WBUD and WBUD shall have the right to enter the premises of the CUSTOMER at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary. By my signature, I obligate myself to obey all rules and regulations of WBUD and pay for all WBUD 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 WBUD 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 WBUD 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 WBUD matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.

25 ... The Reduce Pressure Backflow Preventer (RPDA) device shall be installed and maintained by and at the cost and expense of the CUSTOMER, but subject to the inspection and approval of WBUD.

26 ... The entire private fire protection system shall be constructed and maintained in good condition by and at the expense of the CUSTOMER.

27 ... The CUSTOMER shall follow the "Letter of Information for Backflow Devices" and "Letter of Information for Fire Lines."

28 ... That all hydrants and other fixtures connected to the private fire protection service system shall be kept closed and sealed, and not opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the CUSTOMER shall immediately close such fixtures and notify WBUD.

29 ... No anti-freeze or any other substance, not specifically approved by the following but not limited to; Environmental Protection Agency (EPA), Tennessee Department of Environment and Conservation (TDEC) Division of Water Pollution Control (WPC) and Division of Water Supply (DWS), and any other Federal, State, or Local agencies and laws, as non-detrimental to the public water supply, shall be introduced into the sprinkling systems or into any pipe, fixture, appurtenance or other portion of the CUSTOMER'S private fire protection system.

30 ... The CUSTOMER understands and agrees that the extent of the rights of the CUSTOMER under this application is to receive, but only at times of fire on said premises, such supply of water as shall be available and no other greater quantity. The CUSTOMER further acknowledges and agrees WBUD shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire, or otherwise, and WBUD shall be free and exempt from any and all claims for damages on account of any injury to property or person by reason of fire, water, failure to supply water volume or pressure, or for any other cause whatsoever.

31 ... This application does not contemplate uses of fixtures other than those herein stated. Any waste of water or use of water through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this application and if the rules or regulations and conditions of WBUD.

32 ... That no pipe, fixtures or appurtenances connected with the private fire protection system served by this application shall be connected with any pipe, fixtures or appurtenances with water from any other source, unless specifically approved in writing by WBUD.

33 ... WBUD has the right to discontinue or disconnect the service pipe herein applied for and to terminate service under this application, after due written notice to the CUSTOMER, for failure to pay any bill when due, for leakage within CUSTOMER'S system, for violation of any terms and conditions of this application, or for any violation of its rules, regulations and conditions of service; and WBUD also has the right to shut off all or any part of its facilities and discontinue the service without notice when deemed necessary the WBUD (1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by the CUSTOMER is detected, or if WBUD's regulating or measuring equipment has been tampered with by the CUSTOMER.

34 ... **The Customer shall notify WBUD ten (10) business days before any water is to be used in any testing of the private fire protection system and if water is used, the total estimated water used in the testing of the private fire system shall be reported within five (5) business days of the testing. The Date and Time of water used is also to be reported.**

Signature: _____

Date: _____

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U. S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D. C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."