



New Market Utility District

P.O. Box 96
New Market, TN 37820
(865)475-2467
(865)471-6597 Fax

CUSTOMER CONTRACT – WATER APPLICATION

CUSTOMER ACCOUNT # _____ DATE SERVICE REQUESTED _____

It is the policy of the New Market Utility District 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 the New Market Utility District to provide the applicant's written verification as well as the applicant's identification papers as required below.

Whenever an application is made for service and the New Market Utility District 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 attempt to prevent such service being furnished, the New Market Utility District reserves the right to adopt either 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 New Market Utility District, a Utility District 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) _____
Landlord's Name (if renting) _____
Street (Service) Address _____
Billing Address (if different) _____
Driver's License # _____ Social Security # _____
Phone # of Service Address _____ Work/Day Phone # _____
Emergency Phone # _____
Applicant is: ___ Owner ___ Renter ___ Landlord ___ Transfer of Service
Service Type: ___ Single Residential ___ Multi-Residential ___ Farmstead
___ Government ___ Church ___ Educational
___ Commercial ___ Industrial ___ Bulk Sales
Tax Exempt ___ (if checked, copy of Certificate of Exemption is required)
Is there any medical reason that service cannot be interrupted? (Yes/No) _____
<i>(Written verification from a medical doctor is required before account can be labeled as "Do Not Disconnect". The water bill is still required to be paid in full, but notification will be made prior to disconnect.)</i>

See Contract Terms and Conditions on Next Page

Customer Signature and Date _____

NMUD Approval Signature & Date _____

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CUSTOMER CONTRACT - TERMS AND CONDITIONS

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND FEES, the UTILITY agrees to furnish service to the service address listed herein and the CUSTOMER agrees to purchase service from the UTILITY subject to the terms and conditions herein as follows:

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 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 this 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 time. 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 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 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 the 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 not accept telephone requests for discontinuance of service. 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 the CUSTOMER notifies the UTILITY that service is no longer desired.
15. The CUSTOMER shall be responsible for installing and maintaining a pressure-regulating device. Pressure regulators are highly recommended for connections located at an elevation of 1250 feet or less.
16. If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without the authority of the UTILITY, the UTILITY shall charge fees in accordance with the Schedule of Rates and Fees and other applicable policies.
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 expense 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 services 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. CUSTOMER should have and will be responsible for a cut-off valve on CUSTOMER'S service line.
23. If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.
24. The CUSTOMER acknowledges that only one bill will be mailed or received each month and that the UTILITY is not responsible for mail delivery. Bills are due monthly and no second notices are mailed. The CUSTOMER acknowledges that they are responsible for the payment of the water bill each month.
25. The CUSTOMER acknowledges that the net amount is due by the date printed on the bill, the gross amount is due by the date printed on the bill, and that if payment is not received by the gross amount date an additional service charge, as listed in the Schedule of Rate and Fees, is due whether or not actual disconnect/reconnect of service is performed.
26. If CUSTOMER acknowledges that if non-payment of their water bill exceeds a 60 (sixty) day time period, the UTILITY reserves the right to close their account and require payment of all outstanding past due balances plus the appropriate fee for reinstatement of a new account.
27. The CUSTOMER acknowledges that a night deposit box is available for payment drops after working hours. A check or money order is the preferred payment method for the night deposit box. The UTILITY is not responsible for cash payments left in the night deposit box.
28. The CUSTOMER acknowledges that the fee paid for this water application is not a deposit and is not refundable.