



New Market Utility District

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

CUSTOMER CONTRACT – WATER TAP PRIVILEGE

The undersigned has this date requested to purchase one tapping privilege from the New Market Utility District of Jefferson County, Tennessee, for which the undersigned has, or will pay the amount designated below after approval by the New Market Utility District. And, in consideration therefore, the undersigned has the privilege of making one tap on the water mains of said District in or at the following location only:

Name: _____

Street Address: _____

It is expressly understood and agreed by the parties hereto that said tapping privilege is for the following purpose only: (Check one)

Single Residential Multi-Residential Farmstead Government Church
(# of units) _____
 Educational Commercial Industrial Hydrant Other (Explain)

That the undersigned in purchasing this privilege agrees to abide by and act in accordance with the existing rules and regulations set by the New Market Utility District; that should the undersigned fail to live up to said rules and regulations, the same will amount to a breach of contract and the New Market Utility District shall have the immediate right to discontinue said tap or pipe from its main and discontinue said tapping privilege, retaining the money paid for said tapping privilege as rental or liquidated damages.

1. It is further expressly understood and agreed that the New Market Utility District shall have the right to make and put into effect all necessary rules and regulations and to change or alter any existing rules or regulations, whenever, it is judged the same is necessary or proper in connection with its business of supplying water and the same shall be binding on the party granted rights from the New Market Utility District herein.
2. The undersigned understands that a monthly bill should be received from the New Market Utility District for the amount of water used, the amount of water to be measured by a meter to be installed for that purpose. The failure to pay said bill by the disconnect date will give the New Market Utility District the immediate right to discontinue the furnishing of water.
3. That the undersigned has no right to transfer, assign, or otherwise convey this tapping privilege unless the purchase price therefore has been paid in full or the New Market Utility District consents thereto.
4. The New Market Utility District does not guarantee to furnish the undersigned or their heirs, assign, grantees or successors any specific amount of water or any water whatsoever.
5. The New Market Utility district assumes no liability for any damages or injuries due to any failure on its part to supply a sufficient quantity of water.

6. It is further understood and agreed between the parties hereto that the New Market Utility District shall have free ingress and egress to the water meter at any and all reasonable time and any obstruction placed on said meter box shall be removed at the cost of the said property owner upon demand of the New Market Utility District.
7. The undersigned purchaser herein covenants that all piping on the service side of the meter will be totally and completely separated from any piping connected to the purchaser's private well system and to abide strictly by the New Market Utility District's cross-connection policy. Failure to do so will amount to a breach of contract and the New Market Utility District shall have the immediate right to discontinue said tap or pipe from its main and discontinue said tapping privilege, retaining the money paid for said tapping privilege as rental or liquidated damages.
8. The undersigned purchaser herein specifically covenants and agrees that he has the tapping privilege and grants a permanent easement on the land wherein the tap is to be installed or will acquire the same and he agrees and covenants to hold the New Market Utility District harmless from the claim of any persons who assert any right to the tapping privileges on said land.
9. The requested tap/meter size is: _____.

This agreement entered into the _____ day of _____, 20_____.

Tapping Privilege: \$ _____

Service Charge: \$ _____

Total Price: \$ _____

Purchaser's Signature and Date

New Market Utility District Signature and Date

NMUD Account # _____