

TAX MAP _____

GROUP _____

PARCEL _____

Water & Wastewater Authority of Wilson County

WATER TAP CONTRACT

The parties to this contract are the Water & Wastewater Authority of Wilson County, Tennessee, hereinafter referred to as the "Water Authority" and the undersigned persons, hereinafter referred to as the "Subscriber".

1. Subscriber purchases and the Water Authority sells one (1) water tap to be located at: _____

2. The consideration for this purchase is the sum of _____ Dollars, as a tap fee, the receipt of which is hereby acknowledged by the Water Authority as evidenced by the execution of this contract.

3. The Subscriber will cause the property described above to be connected with the water works system at the Subscriber's property line and may begin using water immediately upon being notified by the Water Authority that water service is available. The water tap shall be utilized to provide water to not more than one residence or business. The Subscriber grants to the Water Authority and its representatives the right for safe and direct access to enter Subscriber's property, at any time and without advance notice, for the purpose of reading the water meter and for the further purpose of repairing or maintaining any property of the Water Authority which is located on the property of the Subscriber. The Subscriber hereby waives and shall hold the Water Authority harmless from any claims it may have against the Water Authority for damages, including, but not limited to, consequential damages, resulting from any entry upon Subscriber's property or any action whatsoever and howsoever taken by Water Authority in the installation, inspection, maintenance or repair of the water line. Subscriber shall not construct or place or permit to be constructed or placed any building, structure or obstruction within any easement on the premises owned by or utilized by the Water Authority.

4. Subscriber agrees to pay for water furnished by the Water Authority at the rates established by the Water Authority. The rates require the payment of a minimum monthly water bill and surcharge throughout the surcharge period. The surcharge period is for Sixty (60) consecutive months beginning with the first month from and after the date the water service is or was originally made available, whether or not connection is or has been made or water consumed. Subscriber agrees that no meter shall be installed or reinstalled until all arrearage owing the Water Authority is paid, and further, that in the event the arrearage, with penalty and assessed fees equals the sum of \$1,000.00, then the water tap shall revert to the Water Authority and Subscriber shall have no further right to utilize the water tap. Reactivation of the water tap may only be made by the payment of the rate then in effect for the purchase of a new water tap.

5. In the event of late payment, Subscriber agrees to pay such penalty as may be established by the Water Authority and further states his understanding that the services may be discontinued due to Subscriber's failure to timely pay all amounts owing.

6. If it shall be determined by the Water Authority that water service cannot be offered to the Subscriber, then the said Subscriber may demand, at his option, the return of the tap fee paid pursuant hereto and this contract shall lapse. Subscriber agrees that in the event the Water Authority is unable to supply water to this tap as part of any construction project, the Subscriber will be responsible for any increased tap fee or other charge levied in regard to any future construction contract, regardless of whether Subscriber has received the return of the tap fee paid as consideration of this contract.

7. Subscriber agrees that this contract is contingent upon the execution by Subscriber or his lessee of a water service contract for the premises to be served by the tap. Subscriber agrees to abide by the terms and provisions of such water service contract. In the event a water service contract for services to the subject premises, now or in the future, is executed by a lessee of the Subscriber, the Subscriber authorizes the Water Authority to establish a deposit amount which reflects past charges associated with the tap or the lessee.

8. Subscriber agrees to be bound by the rules and regulations of the Water Authority, as well as the rules and regulations hereinafter amended, modified or promulgated and the same are made a part of this contract.

9. The Subscriber agrees that in the event the meter or other assets of the Water Authority are damaged or destroyed by anyone other than Water Authority employees or representatives, the asset or meter shall be replaced or repaired at the Subscriber's expense.

10. Subscriber agrees that the water tap shall be considered as an appurtenance to the premises on which the meter is installed. In the event of a conveyance of said premises by instrument or by operation of law, the water tap shall be considered as having been conveyed with the premises. The Water Authority shall have the right to discontinue service to the premises unless the new owner of the premises timely executes such contracts or agreements as may be deemed necessary or proper by the Water Authority, including the execution of an acceptance of an assignment of this water tap.

11. It is agreed that this contract shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on this the _____ day of _____, 20_____.

**THE WATER & WASTEWATER AUTHORITY
OF WILSON COUNTY, TENNESSEE**
P.O. Box 545
Lebanon, Tennessee 37088

By: _____

Consumer: _____

MAILING ADDRESS OF CONSUMER:

Name

Address

City State Zip

Phone