

Water & Wastewater Authority
of Wilson County

TAX MAP _____

GROUP _____

PARCEL _____

WATER SERVICE CONTRACT

The undersigned parties contract and agree to the following terms and provisions:

1. The Water & Wastewater Authority of Wilson County, Tennessee, hereinafter referred to as the "Water Authority", agrees to furnish water to the Consumer, for residential or commercial purposes, subject however to the terms, stipulations and conditions hereinafter set forth and the rules and regulations of the Water Authority as the same now exist or as they may be hereafter amended, modified or promulgated.

2. The premises to be served by this contract is located at:

and unless otherwise noted, include only one (1) residence or business house located on said premises.

3. The amount due from the Consumer upon execution of this contract is a customer deposit of \$_____ which is returnable to the Consumer on payment of the final bill, and during the period in which the deposit is held by the Water Authority, no interest shall accrue on the same. A nonrefundable connection fee of \$_____ is also due.

4. It is understood and agreed that every condition and term of this contract is of the essence of the contract and if breached the water may be turned off and shall not be turned on again except by order of the Water Authority and the payment of any amount established by the rules and regulations of the Water Authority. Failure to take advantage of any breach shall not be construed to be a waiver by the Water Authority.

5. Water shall be used by the Consumer to supply the sole house or business described in this contract and neither the Consumer nor anyone else shall have the right to use or permit to be used, water at any other house or at a different location than provided for herein. Nor shall any Consumer supply any other persons or families with water or suffer it to be taken from the premises except with the written consent of the Water Authority.

6. The Consumer grants to the Water Authority and its representatives the right for safe and direct access to enter Consumer'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 Consumer. The Consumer 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 Consumer's property or any action whatsoever and

howsoever taken by Water Authority in the installation, inspection, maintenance or repair of the water facility. Consumer 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.

7. The Consumer agrees to prevent the waste of water. The Water Authority shall have the right to decide what is waste of water and to restrict the use thereof.

8. The Water Authority may at any time determine the maximum amount of water that may be used by the Consumer and limit and fix the amount of water which will be supplied to the Consumer.

9. The Consumer 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 Consumer's expense. The water service may be discontinued until all amounts owing have been paid in full. The Consumer agrees that the customer is only authorized to turn the water on and off at the meter, after notification to and permission of the Water Authority.

10. No part of the customer deposit shall be applied to the payment of water bills until the service has been discontinued. All such deposits shall remain with the Water Authority until all bills have been paid and this contract cancelled.

11. In the case of default in the payment of water bills in a timely manner or in the event of a default by the Consumer of any other provision of this contract, the Consumer agrees to pay reasonable cost of collection, including court costs and a reasonable or actual attorney's fee. Consumer further agrees to pay such additional penalties as may be established by the rules and regulations of the Water Authority in regard to late payment and other defaults.

12. The Water Authority is not bound to supply any quantity or quality of water and shall not be liable for failure to supply sufficient water. However, the Water Authority does bind itself to make all reasonable efforts to provide high quality water and a more than ample supply of water. The Water Authority may at any time discontinue water service to the Consumer's property without being liable in anyway.

13. The Consumer shall timely pay the Water Authority for water according to the water rate schedule adopted by the Water Authority, and such late fees and other charges as may be established by the Water Authority. It is agreed that the water rate schedule established by the Water Authority may include minimum bills and surcharges if deemed necessary by the Water Authority.

14. It is expressly understood and agreed that the rates and time for payment for water services shall be subject to increase or decrease by the Water Authority upon fifteen (15) days notice to the Consumer.

15. The Consumer agrees that in the event of a default in the contract by the Consumer, that the Water Authority shall have the right to go on the premises of the Consumer and disconnect the water, and no reconnection shall be made until all payments owed by the Consumer to the Water Authority have been paid. Monthly bills and other notices will be forwarded to the Consumer at the address given in this contract and the Water Authority will not be responsible for the non-receipt of bills or notices by the Consumer.

16. The Consumer is to lay, install and maintain at his own expense all lateral or service lines or pipes on his property on the Consumer's side of the meter. The Water Authority shall not be responsible in any way to maintain said lines or pipes nor will it be charged with any duty to inspect them. The Consumer will be solely responsible for leaks or other losses incurred as a result of defects or breakage on the Consumer's side of the meter.

17. The Water Authority does not represent that the water supply will be sufficient for the use of the Consumer for protection against fire nor is fire protection in anyway within the purview of this contract.

18. The Water Authority retains the right to modify, amend or promulgate any rules and regulations, which in the discretion of the Water Authority may be necessary or desirable in the conduction of its business, and the Consumer agrees to abide by all such rules and regulations and a violation of the same shall constitute a default by the Consumer of this contract.

19. If Consumer is an owner of the premises or becomes an owner in the future, the Consumer agrees to grant to the Water Authority any and all easements or rights-of-way necessary or incidental to this water contract or to the general needs of the Water Authority. In the event Consumer fails to execute such a grant on request of the Water Authority, water service may be discontinued to the premises.

20. The Consumer shall have no right to compel by injunction or otherwise the Water Authority to furnish water nor shall the Water Authority be liable in damages to the Consumer for failure to furnish water.

21. The Consumer covenants that he is the owner or authorized Lessee of the premises described and agrees that this contract is not assignable except with the permission of the Water Authority. In the event the subject property is conveyed or the possession of the Consumer terminates, the Consumer agrees to remain liable for all charges until a new water contract is approved by the Water Authority for the property or until the Consumer gives written notice to the Water Authority of such conveyance or termination and pays all amounts owing. The Consumer agrees and does hereby bind his heirs, assigns and successors to the provisions of this contract.

22. The Consumer agrees that in the event the Consumer is in default in regard to any other contract with the Water Authority or owes any amounts to the Water Authority for past service or service pursuant to other water contracts with the Water Authority, service at the

location provided for in this contract may be disconnected and shall not be reconnected until such default is cured or payment is made.

23. The Consumer agrees that the customer deposit provided for under this contract may be increased by the Water Authority if the Water Authority in its discretion determines that an increase is necessary in order to provide an adequate assurance of payment of all amounts owing to the Water Authority or likely to become owing to the Water Authority in the future. Consumer agrees that in the event of such increase, he will pay the additional amounts owing within thirty (30) days or the water service provided for herein may be discontinued.

24. In the event the Consumer disputes or contests any action by the Water Authority, he shall give written notice to the Water Authority within fifteen (15) days after the action disputed. Failure to give such timely notice shall be a waiver by the Consumer of the dispute or contest. Said notice shall state the action complained of and the reasons for the complaint. The Consumer shall then be entitled to a conference with the executive director or his authorized representative. The consumer waives any further notice of his right to a conference.

25. The Consumer agrees that in the event of the death of Consumer or his absence from the state, upon termination of the water service provided pursuant to this contract, the customer deposit may be paid to any other person signing the contract with the consumer or to the Consumer's spouse or to any other adult person residing with the Consumer or to the estate of the Consumer, all at the discretion of the Water Authority. Consumer agrees that no person shall be entitled to continue receiving water service from the Water Authority pursuant to this contract without the execution of a new and separate contract unless the person has executed this contract with the Consumer.

26. The Consumer agrees that if necessary in the opinion of the Water Authority, this contract may be assigned to the Rural Development Administration or other entity as security or otherwise.

27. As used in this contract, the singular includes the plural and the masculine includes the feminine. It is further understood and agreed that this contract shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns, and that there are no other implied or express covenants, representations or warranties on the part of the Water Authority.

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		