

Water & Wastewater Authority
of Wilson County

TAX MAP _____

GROUP _____

PARCEL _____

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 "Owner".

1. Owner purchases and the Water Authority sells **one (1)** water tap to be located on Owner's property described as: _____

2. The consideration for this purchase is the sum of \$ _____ 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 Owner will cause the tracts described above to be connected with the water works system at the Owner's property line and may begin using water immediately upon being notified by the Water Authority that water service is available. The water taps shall be utilized to provide water to not more than one residence or business per tract. The Owner grants to the Water Authority and its representatives the right for safe and direct access to enter Owner'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 Owner. The Owner 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 Owner's property or any action whatsoever and howsoever taken by Water Authority in the installation, inspection, maintenance or repair of the water facilities. Owner 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. Owner 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 for each meter. Owner 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 for an individual tap equals the sum of \$1,600.00, then the said water tap shall revert to the Water Authority and Owner 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, Owner 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 Owner'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 Owner at any of the said taps purchased by Owner, then the said Owner may demand, at his option, the return of the tap fee for the particular tap, paid pursuant hereto and this contract shall lapse as to such tract and tap. Owner agrees that in the event the Water Authority is unable to supply water to a particular tap as part of any construction project, the Owner will be responsible for any increased tap fee or other charge levied in regard to any future construction contract, regardless of whether Owner has received the return of the tap fee paid as consideration of this contract.

7. Owner agrees that this contract is contingent upon the execution by Owner or his lessee of a water service contract for the premises to be served by an individual tap. Owner 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 Owner, the Owner authorizes the Water Authority to establish a deposit amount which reflects past charges associated with the tap or the lessee.

8. Owner 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 Owner agrees that in the event a 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 Owner's expense.

10. Owner 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 the individual water tap serving the premises.

11. Owner represents that he has made known all persons and entities who own any interest in the subject property to be served.

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

13. Where appropriate herein, references to a gender shall include the masculine, feminine and neuter gender and the singular shall include the plural and vice versa.

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

Owner: _____

Owner: _____

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

By: _____

Authority Representative

MAILING ADDRESS OF OWNER:

Name

Address

City State Zip

Telephone