

RESIDENTIAL

GLADEVILLE UTILITY DISTRICT WATER SUBSCRIPTION CONTRACT

3826 Vesta Road
Lebanon, TN 37090

Phone (615) 449-0301

Email: Contracts@gladevilleutility.com

Date: _____

I, _____, hereby make an application to The Gladeville Utility District of Wilson County, Tennessee, for water service.

In consideration of the undertaking on the part of the district to furnish me water, I understand and agree as follows:

1. The customer grants to Gladeville Utility District and its representatives the right for safe and direct access to enter the customer's property, at any time and without advance notice, for reading the water meter and for the purpose of repairing or maintaining any property of Gladeville Utility District, which is located on the property of the customer. The customer hereby waives and shall hold Gladeville Utility District harmless from any claims it may have against Gladeville Utility District for damages, including, but not limited to, consequential damages, resulting from any entry upon customer's property or any action whatsoever and howsoever taken by Gladeville Utility District in the installation, inspection, maintenance, or repair of the water facility. The customer shall not construct, place, or permit to be constructed or placed any building, structure, or obstruction within any easement on the premises owned by or utilized by Gladeville Utility District.
2. If the customer is an owner of the premises or becomes an owner in the future, the customer agrees to grant Gladeville Utility District any and all easements or rights-of-way necessary or incidental to this water contract or to the general needs of Gladeville Utility District. In the event the customer fails to execute such a grant on request of Gladeville Utility District, water service may be discontinued to the premises.
3. I will begin using water immediately after installation of the meter, and my monthly bill will begin to accrue from and after such date. I understand that even if I don't begin using water immediately, I will still be responsible for the district's minimum monthly bill in addition to the amounts charged for any water usage.
4. I agree to abide by the District's Rules and Regulations as established, or as amended, including the Cross Connection Policy and any requirement by the district that I install an approved Backflow Preventer. I further agree to comply with the requirements of the Tennessee Department of Environment & Conservation stipulating that any other source of water used by the Applicant will never be connected to the district's lines. I understand and agree that backflow preventers are required by TDEC on all commercial services and irrigation/sprinkler systems, and that I will be responsible for the annual testing of such devices.
5. I agree to promptly pay for service at the current schedule of rates, which I understand may be adjusted from time to time, and I understand and will abide by the district's billing and cutoff

procedures and any cutoff or other agreement the district enters with another utility provider. Should I not pay in accordance with the District's Rules, I agree to pay all costs of collection, including attorney fees and court costs. Bills are due on the 10th of each month and a penalty will be applied after the 10th of each month. Cutoffs for non-payment may occur at any time after the 21st of each month, without notice to the customer.

6. I hereby agree that in the event the customer is in default in regard to any other contract with Gladeville Utility District or owes any amounts to Gladeville Utility District for past service or service pursuant to other water contract with Gladeville Utility District, service at the location provided for this contract may be disconnected and shall not be reconnected until such default is cured or payment is made, including any applicable disconnect or reconnection fees.
7. **If there is not an existing tap on the property, I understand and agree to pay a Tap Fee of \$1,800.00, a meter charge of \$400.00, a Capacity Fee of \$1,500.00 and a non-refundable service charge of \$50.00. The total charges for a new Water Tap is \$3,750.00. I agree to pay any other applicable fees at current rates.**
8. **I understand and agree to pay a non-refundable service charge of \$50.00 if an existing water tap is on the property.**
9. I understand that the district **does not** warrant or guarantee that at all times I will receive adequate water or adequate pressure and I agree that the district shall not be liable for loss or damage resulting there from. The district does recommend that all customers living in high-pressure areas consider the installation of a pressure-regulating device. The district is not responsible for any damage that may be caused by or related to high- or low-pressure issues.
10. Where applicable I agree to mark the area for a new service with a flag and agree not to complete my water line until the actual water tap is installed. I understand that the actual location where a new tap is installed may be different from the location that I have marked, due to field or site conditions, and I further agree that the district will not be held liable for such changes in service location. I further represent to the district that I have the legal right to install a water line on the premises where my water service line will run from the district's meter to my residence or other point of usage.
11. I understand that by signing up for residential (domestic) water service, I will be automatically enrolled in the district's leak insurance program and agree to pay the monthly cost associated with such insurance. I understand that I may opt out of the leak insurance coverage at any time by calling the district's toll free Gladeville Servline Customer Service number, (615-470-0187). I further understand that if I do choose to opt out of the coverage, I will be responsible for the entire amount of my bill for the period in which a leak occurs, and that no adjustment will be made to my bill.
12. No part of the non-refundable service charge shall be applied to the payment of water bills.

13. I agree to prevent the waste of water. Gladeville Utility District shall have the right to decide what constitutes the waste of water and to restrict the use thereof.
14. Gladeville Utility District does not represent that the water supply will be sufficient for the use of the customer for protection against fire nor is fire protection in anyway within the purview of this contract.
15. The customer is to lay, install and maintain at his/her own expense all lateral or service lines or pipes on his/her property on the customer's side of the meter. Gladeville Utility District 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 customer will be solely responsible for leaks or other losses incurred because of defects or breakage on the customer's side of the meter.
16. The customer shall have no right to compel by injunction or otherwise Gladeville Utility District to furnish water, nor shall Gladeville Utility District be liable in damages to the customer for any failure to furnish water.
17. The customer agrees that the customer is only authorized to turn the water on and off at the meter, after notification to and the receipt of permission from the Gladeville Utility District.
18. Meters, service connections, and other equipment furnished and maintained by the Gladeville Utility are and shall remain the property of the Gladeville Utility District. Any damage to Gladeville Utility District property caused by the customer or his/her family, employees, or agents, or anyone else other than Gladeville Utility's employees or authorized representatives, shall be repaired and replaced at the customer's expense. All devices such as pressure reducing valves, hot water heaters, water softeners, booster pumps, etc., located on the customer's side of the water meter shall be furnished, owned and maintained by the customer. Gladeville Utility is not responsible for any costs associated with the failure, damage, or maintenance of such items.

NON-DOMESTIC WATER

- 1.) I understand that the district currently has sufficient capacity to provide water for domestic use as well as for non-domestic uses such as irrigation; however, the district cannot commit to the long-term availability of water for non-domestic purposes. The district cannot, therefore, make a commitment at this time that non-domestic water will be available for any specific period of time, or in any specific amount. If the District determines that it does not have the ability to provide sufficient water for irrigation purposes and still meet the needs of its other customers, then the District reserves the right to require the customer to limit, or completely curtail, the amount of water used for irrigation until such time as the District determines, in its sole discretion, that there is sufficient water available for the customer's irrigation needs.

OWNER OR LEASEE: _____

ADDRESS TO BE SERVED: _____

MAILING ADDRESS IF DIFFERENT _____

RENT: _____ (LEASE AGREEMENT REQUIRED) OWN: _____

SERVICE BEGIN DATE: _____

BEGIN DATE SHALL BE AT LEAST 1 BUSINESS DAY IN ADVANCE

TELEPHONE # _____ CELL # _____ EMAIL: _____

SUBSCRIBER'S SIGNATURE: _____

This box is for Gladeville Utility District use only:

Account # _____ Date Paid: _____ Processed by: _____

Pending: _____ Begin: _____ Active: _____

Received From the Above Applicant: _____ Cash _____ Check _____ Debit/Credit Card _____ other
\$ _____

PHOTO IDENTIFICATION

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*Gladeville Utility District prohibits discrimination of the basis of race, color, national origin, gender, religion, age, or disability.
Gladeville Utility District is an equal opportunity provider and employer.*