

COMMERCIAL

GLADEVILLE UTILITY DISTRICT WATER SUBSCRIPTION CONTRACT

3826 Vesta Road Lebanon, TN 37090

Phone (615) 449-0301

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Email: Contracts@gladevilleutility.com

Date: _____

I, _____, on behalf of myself, or as the authorized representative of _____, hereby make application to The Gladeville Utility District of Wilson County, Tennessee, for water service.

Rent: _____ Own: _____

Domestic: _____ Irrigation: _____ Fire Line: _____

If Fire Line is selected, please provide the following:

Total # of Sprinkler Heads _____ **Total # of Private Fire Hydrants** _____

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 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 the purpose of 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, that 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 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 to the property, I understand and agree to pay all charges per Gladeville Utility District's Development Policy, plus a non-refundable service charge of \$150.00. I agree to pay any other applicable fees at current rates.
8. In the event this subscription contract is entered into in connection with a proposed extension to the water works system, and in case the District, for any reason, does not complete such extension or is unable to or does not provide me with the water service anticipated by this subscription, then the full amount of my payment (from item 7) shall be refunded to me, as my sole remedy.
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 damages 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 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.
12. No part of the non-refundable service charge shall be applied to the payment of water bills.
13. 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.
14. The customer is to lay, install and maintain at its own expense all lateral or service lines or pipes on his/her property on the customer's side of the meter to the point of usage. 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 as a result of defects or breakage on the customer's side of the meter.
15. 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.
16. 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.
17. Meters, service connections, and other equipment furnished and maintained by the Gladeville Utility District are and shall remain the property of the Gladeville Utility District. Any damage to Gladeville Utility's 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.
- 2.) I understand the Developer of the property made its own determination of the amount of water usage (domestic and irrigation) for the proposed property and that the District relied on these

calculations of water usage in order to determine the capacity fees for the property. I further acknowledge that these calculations were not capable of being verified by the District and that in the event that the water usage by the customer exceeds the estimated usage provided by the Developer for more than three consecutive months, the District reserves the right to charge the current customer an intensification charge for the additional capacity required to serve the property. Any additional charges for increased capacity will be based on the actual consumption by the customer and will be charged based on the District's rates in effect at the time that the intensification charge accrues.

3.) I understand that if capacity fees for non-domestic use have been paid, and non-domestic water has been used, then any fees that have been paid are non-refundable if it is necessary to curtail the use of non-domestic water.

NAMES(S): _____

ENTITY TO BE SERVED: _____

ADDRESS TO BE SERVED: _____

MAILING ADDRESS: _____

OWNER OF PROPERTY IF RENTING: _____

SERVICE BEGIN DATE: _____

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		
\$ _____		

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