

Service Agreement
La Grange Water Department
La Grange, Tennessee

Customer Account No: _____

Date Service Requested: _____

As is the policy of the **La Grange Water Department** to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicant's behalf may be required by the **La Grange Water Department** to provide the applicant's written verification as well as applicant's identification papers, as required below.

The **La Grange Water Department** shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Whenever an application is made for service and the **La Grange Water Department** has knowledge of a dispute as to the ownership or the right of occupancy at the service address and one or more of the claimants attempts to prevent such service being furnished, the **La Grange Water Department** reserves the right to adopt either one of the following two courses:

- a) Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

THIS AGREEMENT, entered into by and between the **La Grange Water Department** of La Grange, Fayette County, Tennessee, a **Utility** established and existing under the laws of the State of Tennessee, hereinafter referred to as "**LGWD**," and the applicant, hereinafter referred to as "**Customer**":

Full Legal Name(s): _____

Street Address (for service): _____

Billing Address (if different): _____

Phone Number of Service Address: _____

Phone Number of Billing Address (if different): _____

Work/Daytime Phone Number: _____

Emergency Phone Number of Relative NOT at Service Address: _____

Applicant is: ___ Owner ___ Renter ___ Other: _____

Service Type: ___ Single Family ___ Multi-Family ___ Home-based Business

 ___ Other: _____

Is there any medical reason that service cannot be interrupted? Explain: _____

(Written verification from a medical doctor is required before meter can be labeled as non-cut off.)

DATE APPLICATION APPROVED AS CONTRACT: _____

WATER MANAGER'S SIGNATURE: _____

In consideration of payment by the **Customer** of certain fees detailed in the Schedule of Rates and Charges, the **LGWD** agrees to furnish service to the service address listed herein and the **Customer** agrees to purchase services from the **LGWD** subject to the terms and conditions herein set forth.

1. The obligations of this contract shall be binding upon the executors administrators and estate of the original parties provided that no application, service agreement or service contract may be assigned or transferred without the written consent of the **LGWD**.
2. It is agreed that if the **Customer** sells, subdivides or leases the property herein described, **Customer** will notify the **LGWD** in order that it may execute a new contract with the successor **Customer**.
3. It is understood and agreed that every condition of this contract is of the essence of the contract and if breached, the **LGWD** may cut off one or all of its services to the service address and may not be reconnected except by order of the **LGWD** after the payment of all rates and charges have been made by the **Customer**.
4. Services provided by the **LGWD** shall be supplied only to the applicant at the address named in this contract. **Customer** shall not connect any other dwelling or property to his/her services.
5. The meter and related appurtenances serving the **Customer's** service address shall remain the property of the **LGWD**.
6. The **LGWD**, or its agent, reserve the right to make inspections of the service installation within the **Customer's** premises upon reasonable notice and at a reasonable time. The **LGWD** assumes no liability for the operation or maintenance of the **Customer's** plumbing.
7. The **Customer** agrees to keep the property at the service address accessible and free from impediments to **LGWD** access, maintenance and meter reading. Upon notification from the **LGWD**, the **Customer** agrees to remove any impediments to **LGWD** access. If such impediments are not removed within such reasonable time as requested by the **LGWD**, the service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the **Customer**.
8. The **LGWD** shall have the right to restrict control or discontinue service at any time during emergencies or repairs. The **LGWD** shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
9. The **LGWD** makes no guarantees expressed or implied as to service quality, quantity, pressure, consistency or continuity.
10. The **LGWD** shall, at its discretion, specify how and what uses may be made of service provided to **Customer**. If the **Customer** fails to comply with the uses so specified, service shall be discontinued.
11. All pressure regulators, valves, service lines and other devices located on the **Customer's** side of the meter are the responsibility of the **Customer**. No pump may be installed on potable water lines without the written permission of the **LGWD**.
12. Customer agrees not to allow any cross-connection between **LGWD** service and a private well or any other connection, either inside or outside of any building, in such manner that a flow of water from such connection may potentially be introduced into **LGWD** services lines.
13. All requests for disconnection of services should be made either in writing or in person if possible. The utility will accept telephone requests for discontinuance if caller can give adequate identification. The **LGWD** will make every effort to respond within a reasonable time.
14. If the applicant fails to connect to the system when service is available and a tap is made, the **Customer** will pay the minimum bill until such time as the **Customer** installs his/her service or until such time as **Customer** notifies the **LGWD** that he/she no longer wishes service.

15. The **Customer** shall be responsible for installing and maintaining a pressure regulator device if determined to be warranted by Water Manager.
16. If the **LGWD** discontinues service for non-payment or for any other reason and the service is turned on without authority of the **LGWD**, the **LGWD** shall charge a reconnection fee and penalty according to its Rates and Fees Schedule.
17. The **Customer** agrees that in the event any utility property is damaged, destroyed or tampered with by the fault of the **Customer** it shall be repaired or replaced at the **Customer's** expense.
18. The **LGWD** shall have the right to estimate or prorate any bill when conditions beyond the control of the **LGWD** prevent the normal billing procedure.
19. If the **Customer** after signing this **Contract**, does not take service for any reason, the **Customer** shall reimburse the **LGWD** for any expenses incurred.
20. The receipt by the **LGWD** of the application for service of the prospective **Customer**, regardless of whether or not accompanied by payment of fees, shall not obligate the **LGWD** to render such service. If the service cannot be supplied in accordance with the **LGWD** policies, rules, regulations and general practices or those of any state or federal agency with oversight regarding service, the liability of the **LGWD** to the applicant of such service shall be limited to the return of any fees paid to the **LGWD** by such applicant.
21. **Customer** agrees that this document is only an application for service and shall not be effective as a **Contract** until approved by an official of the **LGWD**. If the service, in the opinion of the **LGWD** cannot be supplied, the liability of the **LGWD** to the **Customer** shall be limited to the return of any fees, less any project development costs as incurred by the **LGWD**.
22. As a condition of service, the property owner shall provide, at no cost, a suitable place for the installation of the meter and related equipment and give an easement to the **LGWD** for said location.
23. **Customer** should have, and will be responsible for, a cut-off valve on his/her service.
24. If the **LGWD** damages any underground facilities the **Customer** cannot locate, the **Customer** will be responsible for all repairs.

By my signature, I obligate myself to obey all rules and regulations of the utility and pay for all utility service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of non payment or unauthorized partial payment, I agree that the utility may terminate service and that unpaid bills are immediately payable by me, including all costs of collection and attorneys fees. It is further understood that the LGWD has the right and shall continue to have the right to make, amend and enforce any policies, regulations or bylaws that may be necessary or proper regarding any LGWD matter. The Customer agrees to abide by such policies, regulations or bylaws.

Signature: _____ Date: _____