



# CUMBERLAND HEIGHTS UTILITY DISTRICT

## CUSTOMER CONTRACT

925 Briarwood Rd

Phone: 931-648-2365

Clarksville, Tennessee 37040

Website: [cumberlandheightsutilitydistrict.com](http://cumberlandheightsutilitydistrict.com)

OFFICE USE ONLY BELOW

It is the policy of the UTILITY to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicants behalf may be required by the UTILITY to provide the applicant's written verification as well as the applicant's identification papers, as required below. Whenever an application is made for service and the UTILITY has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, the UTILITY reserves the right to adopt either of the following two courses:

A) Treat the applicant in actual possession of the premises at the service address as the being entitled 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.

Let it be understood by the applicant that the **Meter Fee is not a deposit** and is therefore **not refundable**. The applicant agrees to notify the UTILITY of termination, and make arrangements for payment of the final bill. If the CUSTOMER moves and does not notify the UTILITY that he/she is no longer in the residence, the CUSTOMER will be held responsible for all water used until such time that the UTILITY is made aware of the CUSTOMERS absence. *Water bills are due on the 10th of each month. If not paid by close of business on the 10th of each month, a 10% late fee is added to the net amount. If the bill is not paid in full before 8:00am on the 20th of each month, a \$40.00 reconnection fee will be added to the account and service will be disconnected. No partial payments will be accepted.* A complete rate schedule is available on our website.

Note: CUSTOMER shall be responsible for installing and maintaining a pressure regulator device, if one does not already exist. Before water service will be turned on the CUSTOMER must install a dual check backflow prevention valve if one does not already exist.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

### CUSTOMER INFORMATION - PLEASE FILL OUT COMPLETELY

Customer Name(s) \_\_\_\_\_

Service Address \_\_\_\_\_

Billing Address \_\_\_\_\_

ITEM	PRIMARY CUSTOMER	ADDITIONAL ACCOUNT HOLDER
DL Number / State ID		
Social Security Number		
Date of Birth		
Phone Number		
Employer Name and Address		
Work Phone		
Name, Address, and Phone Number of Next of Kin		
EMAIL Address		

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 act by the Governing Board. In the event of nonpayment or unauthorized partial payment, I agree that the Utility may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorney fees. It is further understood that the Utility has the right, and shall continue to have the right, to make, amend, and enforce any policies, regulations, or by-laws. You agree, in order for us to service our account, notify you of information pertaining to your account, or for the purposes of collection, we may contact you by telephone or text message at any number provided by you. We may also contact you via e-mail using any e-mail address you provide. Methods of contact may include the use of pre-recorded and artificial voice messages and/or use of automated dialing device.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

## **RULES AND REGULATIONS OF THE DISTRICT**

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, the UTILITY agrees to furnish service to the address listed herein, and the CUSTOMER agrees to purchase service from the utility, 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 UTILITY.
2. It is agreed that if CUSTOMER sells, subdivides, or leases the property herein described, CUSTOMER will notify the UTILITY 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 UTILITY may cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY, after payment of all rates and charges have been made by CUSTOMER.
4. Services provided by the UTILITY shall be supplied only to the applicant at the address named in this contract. CUSTOMER shall not connect any other dwelling to this service, even if they are the same parcel.
5. The meter and related appurtenances serving the CUSTOMER'S address shall remain the property of the utility.
6. The UTILITY or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notices and at reasonable times. The UTILITY 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 UTILITY access, maintenance and meter reading. Upon notification from the UTILITY, the CUSTOMER agrees to remove any impediments to UTILITY access. If such impediments are not removed within such reasonable time as requested by the UTILITY, 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 UTILITY shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The UTILITY shall not be liable for failure to furnish service for any reason beyond its control for any loss, injury or damage to person, plumbing, or property resulting from such service curtailment or discontinuance.
9. The UTILITY makes no guarantees, expressed or implied, as to service quality, pressure, consistency or continuity.
10. The UTILITY 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 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 written permission of the UTILITY.
12. The CUSTOMER agrees not to allow any cross-connection between UTILITY 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 UTILITY service lines. It is a State Health Regulation (1200-1-6.09) that water line will not cross over, or pass through sewage field lines. The water lines must be at least 10 feet from any septic system. There will be no water service to any contractor until their proposed field lines and water lines are shown and approved.
13. All requests for disconnection of service should be made either in writing or in person if possible. The UTILITY will accept telephone requests for discontinuance if the caller can give adequate identification. The UTILITY will make every effort to respond within a reasonable time.
14. If the applicants fail to connect to the system when the 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 UTILITY that he/she no longer wishes service.
15. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
16. If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without the authority of the UTILITY, the UTILITY shall charge a reconnection fee and a penalty charge according to its Tampering Penalty Policy.
17. The CUSTOMER agrees that in the event any UTILITY property is damaged, destroyed, or tampered with by the fault of the customer the UTILITY reserves the right to prosecute and/or terminate service and/or charge a \$100.00 penalty for replacement parts and labor.
18. The UTILITY shall have the right to estimate or prorate any bill when conditions beyond the control of the UTILITY prevent the normal billing procedure.
19. If the CUSTOMER, after signing this contract, does not take the service for any reason, the CUSTOMER shall reimburse the UTILITY for any expenses incurred.
20. The receipt by the UTILITY of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate the UTILITY to render such service. If the service cannot be supplied in accordance with the UTILITY'S policies, rules, regulations, and general practice of those of any state or federal agency with oversight regarding service, the liability of the UTILITY to the applicant for such service shall be limited to the return of any fees paid to the UTILITY 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 UTILITY. If the service, in the opinion of the UTILITY, cannot be supplied, the liability of the UTILITY to the customer shall be limited to the return of any fees, less any project development costs as incurred by the UTILITY.
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 UTILITY for said location.
23. CUSTOMER should have and will be responsible for a water cut-off valve on his/her service line.
24. If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.