

City of Erin Customer Contract
Residential/Business Service for Water and Sewer

**NEED COPY OF:
DRIVER'S LICENSE
& DEED/RENTAL AGREEMENT**

Customer Account Number: ____ - ____ - ____

Date Service Requested: _____

It is the policy of the City of Erin to require that the applicant seeking service be the responsible party residing at the service. Anyone seeking service who is acting on the applicant's behalf may be required by the City of Erin 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 City of Erin 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 from being furnished, the City of Erin reserves the right to adopt either one of the following two courses:

1. 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 the other persons;
2. Withhold service pending a judicial or other settlement of rights of the various claimants.

THIS AGREEMENT, entered into by and between the City of Erin of Houston County, Tennessee, a Municipal Corporation established and existing under the laws of the State of Tennessee, hereinafter referred to as the "UTILITY," and the applicant, hereinafter referred to as the "CUSTOMER"

Full Legal Name: _____
Last First M.I.

Street Address of Service: _____
Number Street City State Zip

Billing Address (if different) _____
Number Street City State Zip

Driver License Number: _____

Social Security Number: _____

Phone # of Service Address: _____

Phone Number of Billing Address: _____

Work Day Phone Number: _____

Emergency Phone Number (not at service address): _____

Relationship: _____ 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: _____

A written verification from a medical doctor is required.

Has anyone at this billing address had service with this UTILITY previously? _____

Name: _____

NOTE: This application is subject to public inspection

City of Erin Customer Contract Residential Service for Water and Sewer

In consideration of payment by the CUSTOMER of any and all applicable charges and fees in accordance with the current rate, the UTILITY agrees to furnish service to the service address listed herein, and the CUSTOMER agrees to purchase services 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 the CUSTOMER sells, subdivides or leaves the property herein described, that the 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 cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY, after the payment of all rates and charges have been made by the CUSTOMER.
4. Services provided by the UTILITY shall be supplied only to the applicant at the address named in this contract. The CUSTOMER shall not connect any other dwelling or property to his service.
5. The meter and related appurtenances serving the CUSTOMER'S service 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 notice 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 for 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 will 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 or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
9. The UTILITY shall at its discretion, specify how and what uses may be made of service provided to CUSTOMER.
10. 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.
11. CUSTOMER agrees not to allow any cross-connection between UTILITY service and any other water supply system, sewer, drain conduit, pool, storage reservoir, plumbing fixture or other device which contains, or may contain, contaminated water, sewage, or other waster or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. The CUSTOMER further agrees to implement at the CUSTOMER'S expense any backflow prevention device that the UTILITY deems necessary to prevent the possibility of any backflow from the CUSTOMER into the UTILITIES water.
12. All requests for disconnection of service should be made either in writing or in person if possible. The UTILITY will accept the telephone requests for discontinuance if caller can give adequate identification. The UTILITY will make every effort to respond within a reasonable time.
13. 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 service or until such time as CUSTOMER notifies the UTILITY that he no longer wishes service.
14. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
15. If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge according to its Rates and Fees Schedule.
16. 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.
17. 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.
18. 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.

19. 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 or 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.
20. 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. The UTILITY reserves the right to implement a sufficient waiting period to check a prospective SUSTOMER'S credit before connecting or reconnecting service. 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.
21. 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.
22. CUSTOMER shall have and will be responsible for water cut-off valve on his service line.
23. If the UTILITY damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.
24. Service will be discontinued if not paid by the 25th day of the month. CUSTOMER will have to pay a \$50.00 reconnection fee to have service turned back on during regular office hours; \$100.00 reconnection fee all other times.
25. The CUSTOMER agrees to pay a deposit and connection fee before service is rendered by the UTILITY. Property owners shall pay a deposit of \$100.00. Renters shall pay a deposit of \$250.00. Businesses shall pay a deposit of \$300.00. The connection fee for all customers is \$50.00
26. It shall be the CUSTOMER'S responsibility to prevent loss, injury or damage of person's property or plumbing because of thermal expansion. It shall be the CUSTOMER'S responsibility to be sure their water heater has properly working valves and such device to prevent thermal expansion from causing loss, injury or damage to person's property or plumbing.
27. The CUSTOMER shall not use any pipe, device or appliance that is connected to or contains the UTILITY'S water as a group.

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 non-payment 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 attorneys' 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 that may be necessary or proper regarding any UTILITY matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.

Date: _____

Date: _____

Signature: _____

Signature: _____

The City of Erin does not discriminate based on race, color, or national origin in Federal or State sponsored Programs, pursuant to Title VI of the Civil Rights Act of 1964 (42USC)

ERIN WATER SYSTEM
Cross-Connection Survey
Residential

Occupant Name _____

Occupant Address _____

Meter serves: Homes _____ How Many? _____ Buildings _____ How Many? _____

1. Do you have? (Please Check all that apply):

| | | |
|-------------------------|-----------------------------------|---|
| _____ Hot Tub | _____ Swimming Pool | _____ Jacuzzi |
| _____ Waterbed | _____ Solar System | _____ Green House |
| _____ Underground | _____ Darkroom Equipment | _____ Drip/Soaker/ Irrigation System |
| _____ Sprinkler System | _____ Insecticide Sprayers | _____ Utility Sink |
| _____ Portable Dialysis | (that attach to garden hose also) | w/ Threaded Faucet |
| Machine | _____ Ghost Pipes | |
| _____ Wood Burning | (unidentified) | |
| Hot Water Heater | | |

2. Do you have a bathtub that fills from the bottom? ____ YES ____ NO
3. Do you have a water softener or any extra water treatment system? ____ YES ____ NO
4. Do you have an auxiliary water supply on your premises? ____ YES ____ NO
5. Do you have livestock and use a water trough or water system connected to by public water? ____ YES ____ NO
6. Is your home or building elevated above your water meter? ____ YES ____ NO
7. Does a creek, river, or spring water run near or on your property? ____ YES ____ NO
8. Do you have a booster pump, well pump, or any other type water pump?
____ YES ____ NO
9. Do you receive irrigation water from a different source? ____ YES ____ NO
10. Do you have a backflow protection device on your property now? ____ YES ____ NO
11. Do you have any situation that you are aware of that could create a cross-connection?
____ YES ____ NO
12. Do you have any other water-using equipment on your property not mentioned above?
____ YES ____ NO

If yes, please list below:

Print Name

Phone # (include area code)

Signature

Date

Please notify this office if any of the above conditions change.