

# OCOEE UTILITY DISTRICT WATER SERVICE CONTRACT

The undersigned, \_\_\_\_\_ hereafter called "APPLICANT", requests the Ocoee Utility District, hereinafter called "DISTRICT", to furnish water service subject to the terms and conditions hereinafter set forth:

1. The DISTRICT shall provide a complete water meter installation upon receipt of a non-refundable tapping fee of \$ \_\_\_\_\_
2. The DISTRICT shall provide water service to the APPLICANT upon receipt of a non-refundable application fee of \$ \_\_\_\_\_
3. Meter size \_\_\_\_\_      Agricultural      Commercial      Residential
4. The DISTRICT shall render a monthly statement for metered water which is due and payable upon receipt and becomes delinquent after the close of business on the due date. In the event that service is discontinued by the DISTRICT and the meter is disconnected for non-payment of charges the APPLICANT agrees to pay, prior to reconnection, all amounts due to the DISTRICT plus such disconnection fee and additional deposit as the DISTRICT shall determine.
5. The APPLICANT shall connect to the meter connection and install a service line from the meter to the place of actual use. This connection is restricted to one unit. NO OTHER CONNECTION OR UNIT WILL BE ADDED TO THIS SERVICE LINE WITHOUT THE DISTRICT'S WRITTEN PERMISSION. WATER SERVICE MAY BE PERMANENTLY TERMINATED IF ANY UNAUTHORIZED CONNECTIONS ARE FOUND.
6. The APPLICANT shall be responsible for the payment of all metered water until the DISTRICT receives a request from the APPLICANT for termination of service.
7. The APPLICANT agrees to pay the DISTRICT the minimum bill after water is available, whether the water is actually used or not.
8. The APPLICANT agrees to pay the DISTRICT in accordance with the DISTRICT'S rate schedule on file at the DISTRICT office.
9. The APPLICANT shall comply with the requirements of the Tennessee Department of Health that the APPLICANT'S existing, or any future water supply lines from wells, springs, private supplies, etc., will in no way be interconnected to the DISTRICT'S lines. These lines will be completely separate from the DISTRICT'S lines at all times.
10. The APPLICANT shall install a shut-off valve and a pressure regulator on the APPLICANT'S service line immediately after the connection of the APPLICANT'S service line to the meter. The shut-off valve on the meter is to be operated by DISTRICT personnel only and is not to be operated by the APPLICANT.
11. It is unlawful for a person to in any way injure, remove, destroy, or interfere with any DISTRICT lines or appurtenances. Tennessee Code 65-35-102.

The APPLICANT hereby agrees that the terms and conditions hereinafter set forth shall apply to this application and agrees to be bound by them.

\_\_\_\_\_  
Acct Number

\_\_\_\_\_  
Ocoee Utility District

## Customer Information, please complete this section

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

Name \_\_\_\_\_ Telephone \_\_\_\_\_

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

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

S.S. Number \_\_\_\_\_ DOB \_\_\_\_\_ Drivers License \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_ Emp Telephone \_\_\_\_\_

Spouse \_\_\_\_\_ Employer \_\_\_\_\_ Telephone \_\_\_\_\_

Additional Contact \_\_\_\_\_ Relationship \_\_\_\_\_ Telephone \_\_\_\_\_

Owner \_\_\_\_\_ Telephone \_\_\_\_\_

## TERMS AND CONDITIONS

1. **EQUIPMENT FURNISHED AND MAINTAINED BY APPLICANT.** All water lines and other required appurtenances connecting the APPLICANT'S residence or business to the meter shall be always furnished and maintained by the APPLICANT in conformity with the requirements of the DISTRICT. APPLICANT shall always keep meter area clear of debris and accessible by DISTRICT personnel.
2. **EQUIPMENT FURNISHED AND MAINTAINED BY THE DISTRICT.** The DISTRICT shall furnish and maintain the meter assembly and a maximum of twenty-five (25) feet of service line between the DISTRICT main and the meter assembly. An APPLICANT requesting a meter installation at a distance greater than twenty-five (25) feet from the DISTRICT main shall obtain prior approval from the DISTRICT and shall pay all additional costs of the extension necessary to provide adequate water service. The APPLICANT shall obtain any easements that may be required for the extension. All lines and appurtenances involved in extending the line shall revert to DISTRICT ownership upon acceptance of the completed extension by the DISTRICT.
3. **ACCESS TO PREMISES.** Properly authorized agents of the DISTRICT shall, at all reasonable hours, have access to all properties served by the DISTRICT for the purpose of reading meters, maintaining and inspecting lines and connections (or materials or installations appearing to be connected) to the DISTRICT lines, and for observation, measurement, sampling and testing as provided by the policies of the DISTRICT and by the state and federal law.
4. **RELEASE OF DISTRICT FROM LIABILITY.** The DISTRICT shall not be liable for damages resulting to the APPLICANT or to third parties from the use of the water system or from any of the DISTRICT'S equipment, or the failure of or defects in same, utilized in the providing of water service unless due to willful fault or negligence on the part of the DISTRICT.
5. **RIGHT OF CUT OFF.** The DISTRICT has the right to discontinue water service to the APPLICANT and to remove the meter in case the APPLICANT fails to pay any amount coming due to the DISTRICT or fails to comply with any of the conditions or obligations hereof.
6. **DAMAGES.** The APPLICANT shall pay the cost for damage to lines, meter boxes, motors, etc., caused by grading, mowing, running over with vehicles, equipment, etc., unauthorized thawing of meters, or any other act that causes damage to the DISTRICT'S lines, connections, or appurtenances.
7. **DEPOSIT.** The DISTRICT shall have the right at any time to require the APPLICANT to make a deposit in advance to secure the prompt payment of bills. The deposit shall be held by the DISTRICT for payment on the account should service be terminated for any reason and the account remains unpaid.
8. **UNITS.** Unless excepted herein, the APPLICANT shall have a separate meter for each living unit, defined as: a) single dwelling, b) duplex (two meters), triplexes and multiplexes (three or more meters), c) condominium (one meter for each condominium), d) mobile home, e) mobile home park (one meter for each mobile home), f) apartment building (one meter/or each apartment). Exceptions: hotels, motels, campgrounds, multiplexes, and mobile home parks may be allowed to maintain multiple units on one property sized meter as determined by the DISTRICT. An APPLICANT allowed to receive water service through a single meter with more than one unit connected shall be charged one minimum bill per unit, plus the charge for all metered water above the minimum amount, in accordance with the DISTRICT'S rate schedule on file at the DISTRICT office.
9. **COLLECTION FEES.** The APPLICANT shall pay all expenses incurred in the collection of past due or unpaid sums, including court costs, attorney fees, and any other incidental expenses. To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under [this Agreement]. If you default and we refer your account for collection to an attorney who is not our salaried employee, you agree to pay the lesser of 1) attorney's fees of 33 1/3 % of the amount owed or 2) the attorney's fees in the amount customarily awarded by Sessions Court for the county where the suit is filed.
10. **AGREEMENT SUBJECT TO STATE AND FEDERAL REGULATORY ACTS AND REGULATIONS.** The APPLICANT understands that this agreement and the service to be provided hereunder are subject to any and all state and federal laws and regulations to the extent that said laws and regulations are applicable. If it is determined that any of the provisions contained herein are inconsistent with said laws or regulations, then such laws and regulations shall have precedence over the provisions herein which are inconsistent, but the remainder of this agreement shall remain in full effect.
11. **DISTRICT POLICY.** The APPLICANT understands and agrees that this agreement and the services provided hereunder are subject to the provisions as set forth by the policies of the DISTRICT and shall at all times be subject to such changes or modifications by the Board of Commissioners as said Board may, from time to time, direct in the exercise of its powers.

## Ocoee Utility District Instructions Regarding New Account

Same day water service is not guaranteed. Typically service is activated the same day if your contract is completed before noon. All services should be activated by the next business day at the latest unless there are circumstances beyond our control.

Your minimum bill will be \$22.75 plus tax, with a charge of \$8.00/1000 gallons for water usage.

\$2/month is added to your bill for leak insurance. If you ever have a leak that results in an elevated bill, one time per year you may place a claim with Hanover Insurance that will reduce the bill to what you pay on the average. Another coverage is available that would pay to repair water line damage anywhere between the meter and where the line enters the house (nothing inside or under the house). This coverage is \$3.50/month and can be added now or at any time in the future. If added today the coverage will begin immediately, but if you wait until later there will be a 30 day waiting period.

Unless you let us know you would rather not participate you will be enrolled in our roundup program, the Impact Fund, which goes directly to education and helping people in our community with financial hardships (more info at [www.ocoeeutility.com/Impactfund.php](http://www.ocoeeutility.com/Impactfund.php)).

After your bill is issued we do not send a second notice if it is unpaid. Not receiving your bill does not alleviate you from the disconnection fee if payment is not made.

A late penalty is applied to any bills not paid by the close of business on the due date, including online payments. If your bill remains unpaid beyond 10 days past the due date, it is subject to be disconnected. If this happens, a \$50 disconnection fee is added to your account at 8am that business day. This fee applies regardless if service has been interrupted. All payments must be received in office, online or in our night drop box before we open at 8am on that day in order to avoid disconnection fees.

Any bills unpaid within 30 days of disconnection will be turned over to a collection agency.

Bills may be set up for automatic payment through our office at no charge. Ask our associate for assistance if you would like to set up an automatic bank draft.

I understand and accept the above explanation of my account and responsibilities regarding landscaping in the memo I was provided.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_