

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 watch 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 agent who is not our salaried employee, you agree to pay any fees incurred, either the collection agent's fee of 30% of the amount owed or the attorney's fees in the amount 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.