

OLD GAINESBORO ROAD UTILITY DISTRICT ——— CUSTOMER CONTRACT

OFFICE USE: PREVIOUS ACCT NO. _____

DATE SERVICE REQUESTED _____

It is the policy of the OLD GAINESBORO ROAD UTILITY DISTRICT 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 OLD GAINESBORO ROAD UTILITY DISTRICT to provide the applicant's written verification as well as applicant's identification papers as required below.

Whenever an application is made for service and the OLD GAINESBORO ROAD UTILITY DISTRICT 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 OLD GAINESBORO ROAD UTILITY DISTRICT 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 OLD GAINESBORO ROAD UTILITY DISTRICT of Putnam and Jackson Counties, Tennessee, a water utility established and existing under the laws of the State of Tennessee, hereinafter referred to as the UTILITY and the applicant, hereafter referred to as CUSTOMER:

Full Legal Name (s): _____

Street Address (for service): _____

Billing Address (if different): _____

Drivers License No: _____ Social Security No: _____

Home Phone No: _____ Work Phone No: _____

Emergency Phone No. of Relative NOT at Service Address: _____

Applicant is: Owner Renter **Date Of Birth** _____

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):

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 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 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 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. 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 time. 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 or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
- 9 ... The UTILITY makes no guarantees, expressed or implied, as to service quality, quantity, 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 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 UTILITY.
- 12 ... 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.
- 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 caller can give adequate identification. The UTILITY 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 service or until such time as CUSTOMER notifies the UTILITY that he 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 authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge 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 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 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.
- 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 cut-off valve on his service line.
- 24 ... If the UTILITY 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 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.

Signature: _____

Date: _____

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 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 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 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. 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 time. 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 or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.
- 9 ... The UTILITY makes no guarantees, expressed or implied, as to service quality, quantity, 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 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 UTILITY.
- 12 ... 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.
- 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 caller can give adequate identification. The UTILITY 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 service or until such time as CUSTOMER notifies the UTILITY that he 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 authority of the UTILITY, the UTILITY shall charge a reconnection fee and penalty charge 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 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 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.
- 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 cut-off valve on his service line.
- 24 ... If the UTILITY 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 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.

Signature : _____

Date: _____

**Old Gainesboro Road Utility district
4865 Gainesboro Grade
Cookeville, Tn. 38501**

WELL USER AGREEMENT

In accordance with Old Gainesboro Road Utility district's cross connection control program, a private well or auxiliary water source may not be connected in any manner to the public water supply unless proper protection against cross connection is provided. Only Reduced Pressure Backflow Preventers or approved air gaps may be used for protection. These devices must have prior approval by the Old Gainesboro Road Utility district. Customers not in compliance with this rule will have their water service discontinued.

Check appropriate box

- This serves as notification that a well is located on the property at the following address:*
- This serves as notification that a well is not located on the property at the following address:*

Please type or print

I (we) understand and agree that this system is, and shall remain totally segregated from the public water supply, and no unapproved or unauthorized cross connections, auxiliary intakes, bypasses, or interconnections will be permitted without the written approval of the Old Gainesboro Road Utility District

I (we) further understand and agree that should an auxiliary water supply be connected to the public water system at the above address, maximum cross connection control equipment in the form of an approved air gap or reduced pressure backflow prevention device shall be installed to protect the public water supply.

Date: _____

Name: _____

Signature: _____



**Old Gainesboro Road Utility District
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 Sprinkler System _____ Darkroom Equipment _____
Drip/Soaker/Irrigation System _____ Portable Dialysis Machine _____
Insecticide Sprayers (That attach to garden hose also) _____
Utility sink w/threaded faucet _____
Wood burning hot water heater _____ Ghost pipes (unidentified) _____
2. Do you have 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 #

Signature

Date

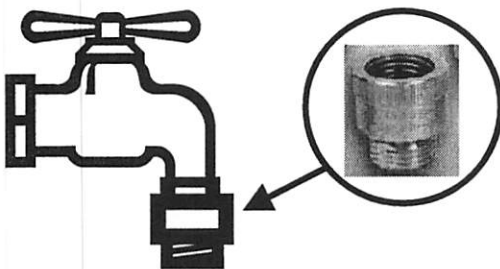
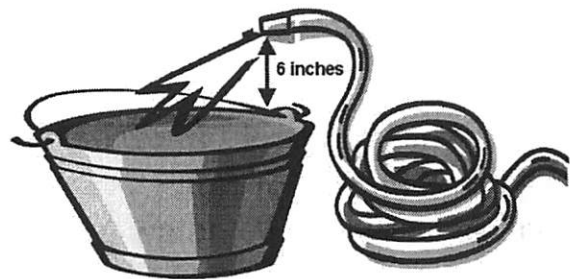
Please notify this office if any of the above conditions change.

Cross Connection Customer Information

The Old Gainesboro Road Utility District makes every effort to ensure that our customers enjoy a continuous supply of safe drinking water. We appreciate the help of our customers to maintain the quality of our water supply.

Cross Connections can cause the water system to become contaminated. A cross connection is a link with the public water supply and a possible source of contamination. An example of a cross connection would be a garden hose submerged in a source of contamination such as a swimming pool, car radiator or other liquid. If a water main break should occur or if a fire pumper used a fire hydrant while the hose was submerged in a source of contamination, the contaminant could be pulled back into the public water supply. This occurrence, known as backflow, can be prevented.

One simple way to stop backflow is by using an air gap. An air gap can be created by arranging your hose so that the end is at least six inches above the top rim of the container it is being used to fill. This air gap will prevent the contaminant from being siphoned into the water supply.



Another method of preventing backflow with a garden hose is using a device known as a vacuum breaker. Vacuum breakers are inexpensive devices that can be screwed onto your outside faucet. These devices will prevent contaminants from being siphoned back into your plumbing and the public water system.

More hazardous cross connections or cross connections created with permanently installed plumbing may require more sophisticated devices known as reduced pressure backflow preventers. These devices are much more complicated and must be tested annually by certified testers.

For more information on preventing cross connections and protecting our water supply, contact the Old Gainesboro Road Utility District at 931-526-7210.

REMEMBER: Never submerge your garden hose in anything you would not want to drink!