

---

---

**CUSTOMER CONTRACT -- RESIDENTIAL SERVICE**

---

---

**Contract No.:** \_\_\_\_\_ **Account No.:** \_\_\_\_\_

**Work Order No.:** \_\_\_\_\_ **Date Service Requested:** \_\_\_\_\_

It is the policy of the City of Spencer's Utility Department to require that the applicant seeking service be the responsible party residing at the service address. Applicant must be 18 years of age or older. Applicant or anyone seeking service who is acting on the applicant's behalf will be required by the Utility Department 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 Utility Department has knowledge of a dispute as to the ownership of the right of occupancy at the address, and one or more of the claimants attempts to prevent such service being furnished, the Utility Department 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 the other person.
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

**THIS AGREEMENT**, entered into by and between the City of Spencer Utility Department of Van Buren County, Tennessee a Utility established and existing under the laws of the State of Tennessee, hereinafter referred to as "**UTILITY DEPARTMENT**", and the applicant, hereinafter referred to as "**CUSTOMER**".

Full Legal Name (s): \_\_\_\_\_

Street Address (for service): \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Drivers License No. (s): \_\_\_\_\_

Social Security No.(s): \_\_\_\_\_

Phone No. of Service Address : \_\_\_\_\_ Phone No. of Billing Address (if different): \_\_\_\_\_

Work/Day Phone No: \_\_\_\_\_

Emergency Phone No. of Relative NOT at Service Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Applicant is: [ ] Owner [ ] Renter [ ] Other, explain \_\_\_\_\_

Landlord's Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Service Type: [ ] Single Family [ ] Home-based business [ ] Other, explain \_\_\_\_\_  
[ ] Water [ ] Sewer (city limits) [ ] Commercial/Industrial

**Is there any medical reason that service cannot be interrupted?** [ ] No [ ] Yes, 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 DEPARTMENT agrees to furnish service to the service- address listed herein, and the customer agrees to purchase services from the UTILITY DEPARTMENT, 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 DEPARTMENT.
2. It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify the UTILITY DEPARTMENT in order that it may execute a new contract with the successor CUSTOMER.
3. It is agreed that every condition of this contract is of the essence of the contract and if breached, the UTILITY DEPARTMENT may cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY DEPARTMENT, after the payment of all rates and charges have been made by the CUSTOMER.
4. Services provided by the UTILITY DEPARTMENT shall be supplied only to the applicant at the address named on the contract.
5. CUSTOMER shall not connect any other dwelling or property to his service.
6. The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of the UTILITY DEPARTMENT.
7. The UTILITY DEPARTMENT 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 DEPARTMENT assumes no liability for the operation or maintenance of the CUSTOMER'S plumbing.
8. The CUSTOMER agrees to keep the property at the service address accessible and free from impediments to the UTILITY DEPARTMENT access, maintenance and meter reading. Upon notification from the UTILITY DEPARTMENT, the CUSTOMER agrees to remove any impediments to the UTILITY DEPARTMENT'S access. If such impediments are not removed within such reasonable time as requested by the UTILITY DEPARTMENT, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, re-connection fees and other such fees are paid by the CUSTOMER.
9. The UTILITY DEPARTMENT shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The UTILITY DEPARTMENT shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to person, plumbing, or property resulting from such service curtailment or discontinuance.
10. The UTILITY DEPARTMENT makes no guarantees, expressed or implied, as to service, quality, pressure, consistency or continuity.
11. The UTILITY DEPARTMENT 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 disconnected.
12. 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 DEPARTMENT.
13. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device.
14. The CUSTOMER should have and will be responsible for a water cutoff valve on his service line.
15. The CUSTOMER agrees not to allow any cross-connection between Utility Department service and a private well or any other connection.
16. All requests for disconnection of service should be made either in writing or in person if possible. The UTILITY DEPARTMENT will NOT accept telephone requests for discontinuance. The UTILITY DEPARTMENT will have seven (7) days upon receipt of a written request for discontinuance of service to actually disconnect the service.
17. 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 DEPARTMENT that he no longer wishes service.
18. After the service has been installed the customer shall be responsible for paying each bill promptly, at such rates stated in the SCHEDULE OF RATES AND CHARGES, at times and places as shall be determined by the UTILITY DEPARTMENT. Failure to receive a bill will not relieve the CUSTOMER from paying the amount of the charges on his account by the due date.
19. If the UTILITY DEPARTMENT discontinues service for nonpayment or any other reason and the service is turned on without authority of the UTILITY DEPARTMENT, the UTILITY DEPARTMENT shall charge a re-connection fee and penalty charge according to its RATES AND FEES SCHEDULE.
20. 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.
21. The UTILITY DEPARTMENT shall have the right to estimate or prorate any bill when conditions beyond the control of the UTILITY DEPARTMENT prevent the normal billing procedure.
22. If the CUSTOMER after signing this contract does not take the service for any reason, the CUSTOMER shall reimburse the UTILITY DEPARTMENT for any expenses incurred.

- 23. The receipt by the UTILITY DEPARTMENT of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate the UTILITY DEPARTMENT to render such service. If the service cannot be supplied in accordance with the UTILITY DEPARTMENT'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of the UTILITY DEPARTMENT to the applicant or such service shall be limited to the return of any fees paid to the UTILITY DEPARTMENT by such applicant.
- 24. 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 DEPARTMENT. If the service in the opinion of the UTILITY DEPARTMENT cannot be supplied, the liability of the UTILITY DEPARTMENT to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by the UTILITY DEPARTMENT.
- 25. 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 DEPARTMENT for said location.
- 26. If the UTILITY DEPARTMENT 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 Department and pay for all water and/or sewer service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of nonpayment or unauthorized partial payment, I agree the Utility Department 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 Department has the right and shall continue to have the right to make, amend and enforce any policies, regulations or bylaws that may be necessary or proper regarding any Utility Department matter. The Customer agrees to abide by such policies, regulations or bylaws.

**In cases of emergency, I agree to immediately contact the utility department, or after hours emergency number 946-4357.**

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

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature



FOR OFFICE USE ONLY

Non-Refundable - Fees Collected:             \$50.00 Service Fee             Tap Fee             Sewer Tap

Receipt No.: \_\_\_\_\_ Date Collected: \_\_\_\_\_ Utility Dept. official handling contract: \_\_\_\_\_

Date Meter Installed: \_\_\_\_\_ Meter No.: \_\_\_\_\_ Beginning Reading: \_\_\_\_\_

If new tap installation, attach work order, permit and easement:

Work Order No: \_\_\_\_\_ Permit attached:  yes     No    Easement attached:  Yes     No