

Water Authority of Dickson County
101 Cowan Road
Dickson, Tennessee 37055
Application for Water and Sewer Service

The undersigned person(s) (the "Applicant") hereby make(s) application to the Water Authority of Dickson County (the "Authority") for the Authority to supply water and (where available) sewer service (such service(s) are collectively and individually referred to herein as the "Service") at the below-described location (the "Service Location"):

Service Address: _____ The Applicant is the (check one) Owner: _____ Renter: _____

Billing Address: _____ Date of Service Connection ("Service Date"): _____

1. By signing and submitting this application, **the Applicant certifies, warrants, and represents to the Authority that each and all of the following are and will remain true and correct:**

a. The Applicant submits this application for and on the Applicant's own behalf, and not for or on behalf of any other person occupying the Service Location, other than the Applicant's spouse (if applicable), except as otherwise disclosed by the Applicant on this form;

b. Neither the Applicant nor the Applicant's spouse, nor any other occupant of the Service Location, nor any person for whose debts the Applicant is legally responsible owes the Authority or any of the Authority's predecessors in interest any money for prior Service or for any other reason;

c. The Applicant is the owner and occupant of the Service Location; *alternatively*, the Applicant is a *bona fide* tenant occupying the Service Location and is authorized by agreement with the landlord to submit this application; *alternatively*, the Applicant is the *bona fide* occupant of the Service Location and is authorized by other agreement to submit this application on behalf of the owner(s) of the Service Location;

d. The Applicant has inspected the plumbing and plumbing fixtures in the Service Location, and the same are or will be no later than the Service Date ready and in a condition for Service to be provided immediately (that is, all faucets turned off, all drains open and operable, and no leaks or breaks in pipes known or suspected); and,

e. Neither this application nor any other statement or material provided by or on the Applicant's behalf in connection with this application contains any untrue statement, or fails to state any fact necessary to make the other statements herein or therein not misleading.

2. If the Applicant has paid a tapping fee to the Authority, if the Applicant does not accept Service at the Service Location, the cost of the tap fee shall be payable to and retained by the Authority for its effort to provide Service. **This application shall not obligate the Authority to provide Service.** If Service cannot be provided to the Service Location in accordance with the Authority's rules and regulations, and general practice, the Authority's liability shall be limited to, and shall in no event exceed, the refund by the Authority of the meter service fee set forth below. If a tap for temporary water or sewer service is required, the charge shall be the same as a tapping fee for permanent Service.

Applicant Information

Name(s): _____ Soc. Sec. No(s): _____

Prior Name(s): _____ Phone No: _____

Date(s) of Birth: _____ Applicant's Spouse: _____

Previous Address: _____ Spouse's Soc. Sec. No: _____

Applicant's Employer(s): _____ Employer's Address: _____

Employer's Phone: _____ Service Acct. No: _____

Date of Application: _____

Applicant's Signature(s)

3. By signing and submitting this application, the **Applicant expressly agrees and undertakes to do or cause to be done each and all of the following:**

a. **To pay** a meter service fee in the amount of \$ _____ to cover administrative costs attributable to establishing Service at the Service Location;

< continued on next page. >

**ADDITIONAL IMPORTANT TERMS AND CONDITIONS ARE PRINTED ON THE BACK OF THIS FORM.
THEY AFFECT YOUR RIGHTS. YOU SHOULD READ THEM.**

- b. **To inspect** the plumbing and plumbing fixtures in the Service Location, and ensure that the same are or will be no later than the Service Date, and at all times thereafter that the Service Location is physically connected to the Authority's water system, ready and in a condition for Service to be provided immediately (that is, all faucets turned off, all drains open and operable, no leaks or breaks in pipes known or suspected);
- c. **To correct any defect** in the plumbing or plumbing fixtures at the Service Location, and to provide the Authority written notice of any such defect prior to the Service Date;
- d. **To connect** the Service Location to the Authority's water and (if available) sewer system at the street right-of-way;
- e. **To begin using** the Service immediately or at such time as the service connection thereto is accomplished;
- f. Upon connection to the Authority's water and/or sewer system(s), to **use the same as required by the Authority's rules and regulations**, as from time to time modified by the Authority in its sole discretion;
- g. **Promptly to pay for all Service** provided at the Service Location, at the rates promulgated from time to time by the Authority;
- h. To give the Authority no less than three (3) days' notice, in writing and in a form satisfactory to the Authority, to terminate Service at the Service Location;
- i. At all times while Service is provided, **to exercise such care as to avoid damage to** meters, meter boxes, brass connector nipples (collectively and separately, the "connection fixtures"), etc;
- j. **At no time to undertake any repair, alteration, modification, assembly, or disassembly** of any connection fixtures;
- k. **Not to allow** any water or sewer cross-connection from the Service Location to any other premises;
- l. **Not to allow** any water or sewer cross-connection between the Service Location and any well or other water source;
- m. **To release the Authority, its commissioners, officers, and employees, from liability for any and all damages or losses** arising from, related to, or connected with any leakage of water from any portion of the Service Location's internal or external plumbing or related fixtures, whether or not any Service is being provided at such time; and,
- m. **To indemnify and hold the Authority harmless** from and against all claims, causes, demands, damages, losses, costs, and expenses (**including without limitation attorney's fees, court costs, and expenses of litigation**) arising from, relating to, or connected with the Applicant's failure to comply with any provision hereof, or the Applicant's breach of any warranty or representation herein contained.

4. **All tapping fees for Service shall be at the Authority's then-prevailing rate(s).** If the Applicant has paid a water tapping fee to the Authority, the Authority will install (1) a service line from the water main to a water meter, (2) a water meter, and (3) a meter box. The tie-in point from the rear of the water meter and all piping from such tie-in point to the Service Location shall be the sole responsibility of the Applicant. **See paragraph 6 below.**

5. If the Applicant, or any person occupying the Service Location, shall at any time be in **breach or violation of any warranty, representation, covenant, or provision of this application, or shall be in breach of any other obligation owed by the Applicant or by any other person occupying the Service Location, the Applicant agrees and understands that, in addition to and not in lieu of any or all other remedies to which the Authority is or may be entitled, SO LONG AS SUCH BREACH OR VIOLATION REMAINS IN WHOLE OR IN PART UNCURED, the Authority may in its sole and absolute discretion exercise any one or more of the following remedies**, each of which is a cumulative, non-exclusive remedy:

- a. Disconnect Service to the Service Location without prior notice;
- b. Refuse to reconnect Service to the Service Location except upon payment of such fees as the Authority may from time to time prescribe, including but not limited to application processing fees, deposits, and/or re-connection fees;
- c. Refuse in the future to provide Service at any location owned or occupied by the Applicant or by any person on whose behalf the Applicant submits this application (including persons owning or occupying the Service Location whose names are not disclosed to the Authority by the Applicant);
- d. Commence any court action to collect any sums of money owed to the Authority by the Applicant; and/or
- c. Commence any court action to enforce any other remedy to which the Authority is entitled by the provisions of this application or by other applicable law.

6. Adjustments to the Applicant's water and/or sewer bill may, but need not, be made in conformity with the Authority's then-prevailing policies and practices, and upon review on a case-by-case basis of requests for such adjustments. **The Applicant understands that water passing through the water meter at the Service Location unconditionally obligates the Applicant to pay for the water in full and within the period(s) prescribed by the Authority**, whether the Applicant has used the water, or a third party with or without the Applicant's permission has used the water, or the water has leaked from any point in the service line connecting the meter to the Service Location, or within any structure located at the Service Location, or from any fixture located in, on, or about the Service Location. **Any adjustment to the Applicant's water and/or sewer service bill by the Authority and/or any agreement to accept payment other than within the then-current billing cycle, in consequence of any such use or leaks shall be within the Authority's sole discretion**, and the Applicant understands that the Applicant has no legal right to any such adjustment.

I have read and understood all of the above terms, covenants, and conditions, and I undertake to comply with each and all of them.
APPLICANT(S):

Applicant's Signature(s)