

WATER SERVICE CONTRACT

EXHIBIT A-1

Date: ____/____/____

This agreement made by THE BEDFORD COUNTY UTILITY DISTRICT of Bedford County, Tennessee, hereinafter called the District and _____, hereinafter called the Applicant:

WITNESSETH

Applicant has installed or desires to install on Applicant's property a water piping system, herein called Applicant's System, which Applicant desires to use for normal water requirements of Applicant's residence or business use.

Applicant has requested District to install the hereinafter defined single service from the District's water main to applicant's System, or for such other uses as may be specifically approved by the District.

District is willing to comply with applicant's request subject to the following terms and conditions:

NOW, THEREFORE, IN CONSIDERATION of the premises, and of the respective promises of the parties hereto, they mutually promise and agree as follows:

1. Applicant represents that Applicant's System which it has installed or desires to install, consists, or shall consist, of all pipes, valves, gauges, devices and equipment which Applicant may deem necessary to meet Applicant's normal water requirements. Applicant's System shall include a service pipe thereto from a point mutually agreed on the property line of the Applicant near District's water main, which point is hereinafter designated as "point of delivery." The maintenance and replacement of Applicant's System shall be the responsibility of Applicant.
2. The District shall purchase and install a cut-off valve and may also include a water meter in each service. The District shall have exclusive rights to such cut-off valve and water meter.
3. District shall be responsible only to make available to Applicant such water at such pressure as may be available at the point of delivery from time to time as a result of District's normal operation of its water distribution system. All water delivered hereunder shall be supplied in accordance with District's regularly filed rules and regulations applicable to general water service.
4. District shall not be required to increase its water supply, the size of its mains, or pressure, for the purpose of assuring Applicant of any quantity of water or specific pressure. District shall have the right to temporarily discontinue the flow of water in the main at the point of delivery in order to repair, maintain, improve, or replace the main or other portions of District's water distribution and supply system on which the main is dependent for its supply.
5. Applicant shall, at no time, assert any claim hereunder against District for loss or damage which may result from the inadequacy or non-availability of water, as to both pressure and quantity, or from leaks or other defects in applicant's system, and applicant hereby agrees to indemnify District and save it harmless from any and all claims or liability for loss or damage to any persons or property resulting from, arising out of, or connected with the renditions of service hereunder, in the event of each inadequacy or non-availability of water, or in the event of leaks or other defects in applicant's system.
6. District shall bill Applicant monthly a fixed sum for the service rendered hereunder for any quantity of water used through District's service connection. District shall each month make an additional charge therefore in accordance with the District's regularly filed service rate schedule for such quantity used, the additional charge to be added to the fixed charge. Applicant shall pay monthly bills which shall become due and payable to District on receipt thereof by Applicant. If Applicant shall default in respect to the payment of any such bills for a period of more than fifteen (15) days, District may, at its option, forthwith cancel and terminate this agreement.
7. The term of this agreement shall be from and after the effective date hereof, as hereinafter defined, and shall continue thereafter until terminated by either party hereto giving the other a five (5) day written notice of such termination. All service rendered hereunder shall be furnished subject to the rules and regulations of District from time to time in force and on file with the District.

8. The Applicant agrees to pay to District a tapping charge of \$ _____, a System Development charge of \$ _____, a deposit if renter of \$ _____ plus a nonrefundable service fee in the amount of \$ _____. Applicant agrees to pay for the additional cost of boring of service line under paved areas by an outside contractor if District personnel are unable to perform this work. Applicant further agrees that anything to the contrary notwithstanding herein, Applicant shall pay a minimum monthly bill to the District in the amount of \$ _____ for the period that is available to Applicant, this amount to be paid whether Applicant uses any water.

9. In the event any customer fails to pay any utility fee or charge, the customer shall all pay costs of collection including attorney fees, collection fees, and contingent fees to collecting agency of not less than 30% such contingency fee to be added and collected by collection agency immediately upon default of account to said collection agency.

10. Applicant agrees to execute a non-cross connection agreement at such time as same shall be submitted by the District, said non-cross connection agreement to basically provide that the Applicant shall not at any time permit Applicant's water district system to be connected in any manner with any other water supply system, whether said water supply belongs to Applicant or to others.

11. Applicant agrees that at NO TIME shall there be more than one residence connected to any meter.

12. The Applicant agrees to grant to the District, its successors and assigns, a perpetual easement in, across, over, under and upon Applicant's land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to Applicant for the purpose of ingress and egress from the above described lands. Applicant agrees to execute such additional instruments to give further effect to this provision as may be requested by the District.

IN WITNESS WHEREOF, the parties have executed this agreement on the date above written.

APPROVED:

THE BEDFORD COUNTY UTILITY DISTRICT
P.O. BOX 2755
SHELBYVILLE, TN 37162

By: _____

Tapping Fee : \$ _____

System Development Charge : \$ _____

Deposit if Renter : \$ _____

Service Charge : \$ _____

Work Order Number : _____

Account Number : _____

Owner: ____ Renter: ____ If Renter: _____
(Owner Name)

Type of Service:
____ Residential ____ School ____ Apartment ____ Trailer Park

____ Chicken Barn ____ Horse Barn ____ Commercial

____ Other _____

Sales Tax: ____ Yes ____ No (Attach Exempt Form)

Sex: ____ Male ____ Female

Applicant hereby acknowledges receipt of a copy of the District's Rules and Regulations. _____ (Applicant Initials)

Applicant (Signature) _____

Applicant (Print) _____

Service Street (Print) _____

Service City/State/Zip Code (Print) _____

Billing Street (Print) _____

Billing City/State/Zip Code (Print) _____

Telephone Number (Home): (____) ____-____

Telephone Number (Work): (____) ____-____

Social Security Number : ____-____-____

Driver License Number : _____

This section Voluntary for Statistical purposes only:

Ethnicity: ____ Hispanic or Latino ____ Not Hispanic or Latino

Race: ____ American Indian Or Alaskan ____ Black/African Am.

____ Native Hawaiian/ Other Pacific Islander ____ White ____ Asian

BEDFORD COUNTY UTILITY DISTRICT CROSS-CONNECTION CONTROL SURVEY

Customer name : _____

Account number : ____/____-____ (District use only)

Business name : _____

Property address: _____

1. Property type : ____ Residential ____ Commercial

2. Occupancy : ____ Owner ____ Renter, If Renter: Owner Name: _____

Telephone : _____

3. This meter serves : ____ Homes How many? ____ ____ Buildings How many? ____

4. Do you have or plan to install (Check all that apply):

<input type="checkbox"/> Swamp Cooler	<input type="checkbox"/> Jacuzzi	<input type="checkbox"/> Hot tub
<input type="checkbox"/> Underground Sprinkler System	<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Drip irrigation system
<input type="checkbox"/> Utility sink with threaded faucet	<input type="checkbox"/> Greenhouse	<input type="checkbox"/> Fire sprinkler
<input type="checkbox"/> Ghost pipes (unidentified piping)	<input type="checkbox"/> Solar system	<input type="checkbox"/> Waterbed

5. Do you use or plan to use on a regular basis (Check all that apply):

<input type="checkbox"/> Antifreeze flush kits	<input type="checkbox"/> Portable dialysis machine
<input type="checkbox"/> Insecticide sprayers (that attach to a garden hose)	<input type="checkbox"/> Darkroom equipment

6. Do you or plan to have a bathtub that fills from the bottom, or does not have an overflow drain and is not air gapped? Circle one
Yes / No

7. Do you or plan to have a water softener or any other treatment system connected to your drinking water supply? Yes / No

8. Do you or plan to have an auxiliary water supply on your premises? Yes / No

9. Do you or plan to have livestock and use a water trough? Yes / No

10. Is your home or building at a higher elevation than your water meter? Yes / No

11. Does a creek, river, or spring run near your property?
If yes, do you or plan to pump or draw water from this source? Yes / No

12. Do you or plan to have a booster pump, well pump, or any other type of water pump? Yes / No

13. Do you or plan to receive irrigation water from a different source? Yes / No

14. Do you or plan to have a backflow preventer on your property now? Yes / No

If yes, where? _____

15. Do you or plan to have any situation that you are aware of that could create a cross connection? Yes / No

16. Do you or plan to have any other water-using equipment on your property not mentioned above? Yes / No

Comments : _____

Print Name : _____ Telephone : _____

Signature : _____ Date : ____/____/____

Please notify the office of Bedford County Utility District (931-684-1667) if any of the above conditions change.

***Bedford County Utility District
P.O Box 2755
Shelbyville TN 37160***

WELL USER AGREEMENT

In accordance with Bedford County 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 are approved may be used for protection. These devices must have prior approval by the Bedford County 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 Bedford County 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 are reduced pressure backflow prevention device shall be installed to protect the public water supply.

Date: _____

Name: _____

Signature: _____



BEDFORD COUNTY UTILITY DISTRICT CROSS-CONNECTION CONTROL SURVEY

Customer name : _____

Account number : ____/____-____ (District use only)

Business name : _____

Property address: _____

1. Property type : ____ Residential ____ Commercial

2. Occupancy : ____ Owner ____ Renter, If Renter: Owner Name: _____

Telephone : _____

3. This meter serves : ____ Homes How many? ____

____ Buildings How many? ____

4. Do you have or plan to install (Check all that apply):

____ Swamp Cooler

____ Jacuzzi

____ Hot tub

____ Underground Sprinkler System

____ Swimming pool

____ Drip irrigation system

____ Utility sink with threaded faucet

____ Greenhouse

____ Fire sprinkler

____ Ghost pipes (unidentified piping)

____ Solar system

____ Waterbed

5. Do you use or plan to use on a regular basis (Check all that apply):

____ Antifreeze flush kits

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____ Insecticide sprayers (that attach to a garden hose)

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Circle one

Yes / No

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Yes / No

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Yes / No

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Yes / No

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Yes / No

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If yes, do you or plan to pump or draw water from this source?

Yes / No

12. Do you or plan to have a booster pump, well pump, or any other type of water pump?

Yes / No

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Yes / No

14. Do you or plan to have a backflow preventer on your property now?

Yes / No

If yes, where? _____

15. Do you or plan to have any situation that you are aware of that could create a cross connection?

Yes / No

16. Do you or plan to have any other water-using equipment on your property not mentioned above?

Yes / No

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Date: _____

Name: _____

Signature: _____

