

UNION FORK BAKEWELL UTILITY DISTRICT
Application for Business Service

It is the policy of the Utility to require the applicant seeking service at the address to provide legal proof of ownership of the property or a rental agreement between the Customer and property owner. The Customer seeking service will 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 Utility to provide the applicant's written verification as well as applicant's identification papers, as required below.

Applicant agrees to be bound by the separate Water Services Contract dated _____
if this Applicant is accepted by the Utility.

Street Address of Service: _____

Billing Address (if different): _____

Company/Business Name: _____
(Customer)

Federal Tax No.: _____ County Business License No.: _____

Tax Exempt: Yes No Account No.: _____ (Attach Certificate)

Owner: _____

Driver License No.: _____ Social Security No.: _____

Owner: _____

Driver License No.: _____ Social Security No.: _____

Business Telephone: _____ Mobile: _____

Home Telephone: _____ Mobile: _____

Emergency Contact Not at Service Address:

Name: _____ Address: _____

Phone: _____

Customer's Signature: _____ **Date:** _____

UNION FORK BAKEWELL UTILITY DISTRICT

405 Retro Hughes Road Bakewell, TN 37373 (423) 332-9733

Water Service Contract

THIS AGREEMENT entered into by and between Union Fork Bakewell Utility District hereinafter referred to as the "District", and

_____ for water service at _____

(Customer)

(Address)

Whereas the Customer agrees to pay the District the amount(s) listed below in full prior to installation of the service requesting the District to supply water:

\$ _____	Meter Installation		
\$ _____	Connection Fee		
\$ _____	Other Charges		
\$ _____	Total Due	Paid \$ _____	(Check # _____ Cash/Credit Card)

The District agrees to furnish water to the Customer for, as is applicable, residential or business purposes, and the Customer agrees to purchase water from the District, subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Customer agrees to receive water from the District and to pay for the water supplied to the premises at the rate(s) established by the District from time to time and in effect at the time the water is furnished until this obligation is terminated at the request of Customer and the request is accepted by the District. The District rate schedule is available for review upon request by Customer at the Office of the District during normal business hours. It is expressly understood and agreed that the rates charged are subject to increase or decrease at any time by the District. Customer also agrees that for premises which at any time now or hereafter also have sanitary sewers available, Customer agrees to pay the Wastewater Treatment Authority for sewer services along with the water bill at the rates established by the separate governing authority of the sewer system, with District acting only as the collection entity for convenience of Customer.

2. Customer agrees that the premises are now ready for water to be turned on and Customer releases and holds the District harmless from any damages of any nature resulting from turning on water.

3. Bills for water shall be mailed at the District's convenience and shall be paid at the place designated on the bill. The bill is due according to the date specified on the bill and in the event of a late payment, a 10% penalty shall be added thereto. If payment of the bill is not made within 10 days after the due date of the bill, the District will assess a delinquency fee and shall have the right to enter upon the premises of Customer and shut off the water without further notice. The water will not be turned on again until Customer has paid all bills due, the delinquency fee and all other fees, labor material and other cost incurred due to this action. Customer agrees to pay all expenses, including attorneys' fees, incident to collection by the District for water supplied under this contract and/or incurred in enforcement of any of its terms. Customer understands and agrees that if the sewer charges are not paid, water service will be disconnected.

4. In the case of a meter malfunction, or if the District for any reason at the time it tries to read the meter cannot, or for any reason convenient to the District the meter is not read, charges will be made on an estimated basis as determined by the District and Customer hereby agrees to pay the charges established by the District.

5. Water shall be used to supply only the premises and the Customer shall not sell, furnish, or permit water to be used through his meter to other parties, or to use, or permit anyone else to use, such water at any other premises, or at a different location than provided herein.

6. Customer shall not supply other persons or families with water, or allow it to be taken from the premises, except with the written consent of the District.

7. The District will furnish a water meter of its selection, which is to remain the property of the District, to be located at a point designated by the District. Customer shall, at his own expense, lay and maintain all lateral or service lines or pipes beyond the delivery point which delivery point is determined to be the meter unless otherwise agreed to in writing by the parties. Customer, as part of his pipe installation beyond the delivery point, will install a pressure-reducing device if necessary, a back flow prevention device as specified by the District, and will also install adequate cut-off valves to enable him to perform maintenance on his piping system.

8. Customer agrees to disconnect and keep disconnected from his service lines or pipes all other sources of water. All irrigation systems will have proper backflow prevention devices as deemed by the Utility. All commercial property will be inspected periodically to determine if devices are needed as required by state regulations.

9. Customer agrees to prevent the waste of water in any way. The District retains the right to decide what waste or improper use of water is, and to restrict the use thereof when the same is deemed necessary.

10. District shall not be responsible in any way or manner for damages of any kind or nature whatsoever due to any failure to supply a sufficient quantity of water, or of any particular pressure, nor is it required to furnish water of any particular quality, nor is there any agreement, express or implied, that the water supplied will be sufficient for the use of Customer or for protection against fire.

11. District may at any time, when necessary for repairs, or for any other reason as determined by the District, shut off the water to Customer's property and discontinue service without being liable in any way.

12. It is further understood and agreed that the violation of any of the terms or conditions of this contract shall give the District the immediate right to shut off the water being supplied to the premises and to discontinue service.

13. District, its agent, servants, and employees are hereby granted, inconsideration of the water service, and other good and valuable considerations, an easement in, upon, and over all or any part of the property, hereinbefore described, for the purpose of making repairs, excavations, locating leaks, checking, or reading meters, checking amount of water consumed, making connections, and in general to do any act necessary to the proper maintenance and operation of its water system.

14. It is expressly understood and agreed by and between the parties that the District shall have the right to make and modify from time to time such rules and policies and regulations as it deems necessary or proper respecting its business of supplying water and maintaining and operating its system, and the Customer hereby agrees to be bound by any rule or policy or regulation so made.

15. Customer releases and holds the District harmless from any and all damages of any nature incurred as a result of the District furnishing water to the Customer or operating and maintaining its water system, including but not limited to any failure to maintain water service and/or for discontinuation of service generally and in particular for shut off/discontinuance of service in the event Customer fails to pay for water service or for sewer service if available.

16. This agreement assumes that water service is available adjacent to Customer's property. Nothing contained herein shall require the District to extend or construct any water main if service is not located adjacent to Customer's property or to increase the size of capacity of any water main if there is presently a water main located adjacent to Customer's property.

17. This agreement contains the entire agreement between the parties with respect to the subject matter of the agreement and may not be amended or changed except by a writing signed by each of the parties.

18. This contract shall be binding upon the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement, on this, _____ day of _____, _____.

By: _____
Union Fork Bakewell Utility District

By: _____
Customer

UNION FORK BAKEWELL UTILITY DISTRICT

405 Retro Hughes Road Bakewell, TN 37373
(423) 332-9733 www.ufbud.com

WELCOME to Union Fork Bakewell Utility District. We value you as a customer and are here to provide quality water and service to you.

- Office Hours:** Monday through Friday 7:30 am to 4:00 pm. If you experience an emergency after business hours, please call the office number (423) 332-9733 and press one for emergency personnel.
- Water Bills:** Bills are due on the 15th day of each month. If bill is not paid by the 15th, a 10% penalty is assessed. If bill is not paid by the 25th of each month, a \$50 delinquency fee is assessed and water disconnected. If the 15th day of each month falls on Monday-Thursday, you may place your payment in the drop box if desired on the 15th and receive credit without being charged the 10% penalty. The payment must be in the drop box no later than 7:30 am on the 16th before the office opens to receive credit without the penalty. If the 15th falls on a Friday, your bill must be paid in full by close of business at 4:00 pm. If the 15th falls on a Saturday or Sunday, you have until the following Monday to pay with no additional penalty. The same policy is in effect for the \$50 delinquency fee.
- Drop Box Payments:** A drop box is provided for your convenience for after hours payments. It is located to the left of the office door. The drop box is for checks and money orders only – please do not put cash in the drop box. We are not responsible for cash payments. Payments received through the drop box are retrieved Monday through Friday at 7:30 am. Payments are also retrieved on Saturday and Sundays.
- Payments:** Payments on accounts may be made using several methods. You may pay in the office, drop box, online at ufbud.com using our web portal via credit or debit card. We also offer auto pay with a credit or debit card through your web portal. We also have a bank draft option with no fees. You may also pay by phone at 1-866-324-0420. You must enter all twelve numbers for accuracy of account information. There is a processing fee to use cards which is based on the amount of the bill.
- After Hours Service Call Fee:** If your meter is locked for non-payment, an after hours fee of \$100 will be charged to unlock your meter. Your delinquent account must be paid by 3:00 pm Monday through Friday to avoid this fee. If a customer experiences a problem with their water service and requests the District be dispatched after hours, the customer will incur a \$100 Service Call. The District will only respond to after hours requests until 8:00 pm.
- Meter Tampering Fee:** If a meter is locked and the lock is tampered with or removed, the customer will be charged a fee of \$100 for the first offense, \$200 for the second offense and \$300 for the third offense. After third offense, District has the right to terminate service and pursue criminal charges. If any damage occurs to the meter, box, lid, setter, etc. customer will be charged fees according to damage. The fees must be paid in full before water service is restored.
- Payment Return Fee:** A \$30 fee will be charged for all payments returned including check, bank draft, credit or debit card and auto credit card payments. You may also be charged the 10% penalty and the \$50 delinquency fee if you fail to pay on or before the due dates of the 15th and the 25th.