

TOWN OF SIGNAL MOUNTAIN  
WATER SERVICE CONTRACT

Account No. \_\_\_\_\_

**THIS AGREEMENT** entered into by and between Town of Signal Mountain, hereinafter referred to as the Town, and Name (Owner/Lessee), residing at \_\_\_\_\_, hereinafter referred to as Consumer, WITNESSETH:

In consideration of an initial payment by the Consumer for installation of meter and tapping charge, the Town agrees to furnish water to the Consumer for residential or business purposes, and the Consumer further agrees to purchase water from the Town, subject to the terms and conditions hereinafter set forth. The meter and tapping fees are available for review upon request by the Consumer at Town Hall during normal business hours. THE TOWN AGREES TO WAIVE THE METER AND TAPPING CHARGE IN ALL INSTANCES WHERE THE CONSUMER AGREES TO ACCEPT DELIVERY OF WATER THROUGH CONNECTIONS PRESENTLY EXISTING TO THE TOWN'S WATER MAINS AT THE ABOVE ADDRESS. The Town and Consumer agree to all of the following terms and conditions of service:

1. Water shall be used to supply only the premises covered by this contract (which is described as follows) \_\_\_\_\_ and the Consumer shall not sell, furnish or permit water to be used through the 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 for herein.
2. No Consumer shall supply other persons or families with water, or suffer it to be taken from the premises, except with the written consent of the Town.
3. The Town shall furnish a water meter of its selection, which is to remain the property of the Town, to be located at a point designated by the Town. Consumer shall, at Consumer's own expense, lay and maintain all lateral or service lines or pipes beyond the delivery point. Consumer shall install and maintain the cut-off valve between meter and house, and under no conditions will Consumer permit plumbers or others to use the meter cut-off valve located in meter box. If a meter is found to be broken, Consumer will be responsible for repair or replacement of meter.
4. Consumer agrees to disconnect and keep disconnected from this service line or pipes all other sources of water.
5. Consumer agrees to pay for the water supplied to the premises at the rate established by the Town and in effect at the time the water is furnished. The rate schedule is available for review upon request by the Consumer at Town Hall 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 Town. If the water bill is not paid within 15 days after the billing date, a 10% penalty shall be added for late payment to the Town.
6. Consumer agrees that a non-refundable service activation fee prior to the turning on of the water by the Town. The amount of all fees shall be determined by Town Ordinance and interest will not be paid by the Town on any deposit.
7. Water bills shall be mailed or delivered monthly and shall be paid at the place designated on the bill. Unless paid within 15 days after the billing date, the agents, servants, and employees of the Town shall have the right to enter upon the premises of the consumer and shut off the water without further notice and the water shall not be turned on again until the Consumer has paid all bills due, including the 10% penalty, and any additional fees to reinstate the service.
8. In case of stuck or broken meters, water bills will be calculated by the Town in accordance with Town policy and Consumer agrees to pay the same when so calculated by the Town.
9. Consumer agrees to timely pay all water bills until he or she notifies the Town in writing to terminate service. If the water bill becomes delinquent and the account is placed in the hands of an Attorney or Agency for collection, Consumer agrees to pay all costs of collection or litigation and penalties and interest, including a reasonable attorney's fee.
10. Consumer agrees to prevent the waste of water in any way. The Town retains the right to determine all instances of waste or improper use of water and to restrict the use thereof when the same is deemed necessary, or when required to do so by Tennessee American Water Company or any agency of the State of Tennessee.
11. The Town shall not be subject to payment for damages for any failure to supply a sufficient quantity of water or of any particular pressure. The Town is not required to furnish water of any particular quality nor is there any agreement, express or implied, that the water supplied by the Town will be sufficient for the use of the Consumer or for protection against fire. The Town shall furnish all water which is processed by Tennessee American Water Company "as is" and no warranty is provided for the condition of any water provided under this agreement.
12. The Town may at any time when necessary for repairs or for any other reason whatsoever, shut off the water from Consumer's property without being liable in any way and without prior notification to the Consumer.
13. It is further understood and agreed that the violation of any of the terms or conditions of this contract shall give the Town the immediate right to shut off the water being supplied to the Consumer.
14. The Town, its agents, servants, and employees are hereby granted in consideration for the water service and other good and valuable consideration, 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 meter, checking amount of water consumed, making connections, and in general to do any act necessary to the proper maintenance and operation of said water system.
15. It is expressly understood and agreed by and between the parties that the Town shall have the right to make such rules and regulations as it deems necessary or proper respecting its business of supplying water and maintaining and operating said system, and Consumer hereby agrees to be bound by any rule or regulation so made.
16. No service or meter will be installed within the corporate limits of the Town for contemplated structures to be erected or new service lines within the corporate limits unless applicants thereof have complied with the Zoning Ordinances of Town and have obtained building permits for such new structure or service line.
17. Consumer agrees to pay for any damage that Consumer or anyone under contract or employed by Consumer may inflict on the Town meter.
18. Consumer agrees that the failure to receive any monthly statement does not relieve Consumer of any amount due.
19. Town agrees to waive the penalty one time only during the life of the account.
20. The Town shall not be responsible for damage to Consumer's plumbing due to water main bursting, for failure of pressure reducing devices, or any other causes beyond our control.
21. The applicant agrees that this application is subject to the Town of Signal Mountain Water Department Policy, as amended, copies of which are open for inspection at Town Hall during normal business hours and that these Rules and Regulations as amended are part of this agreement.

This contract shall be binding upon the parties hereto, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the parties have executed this Agreement on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

TOWN OF SIGNAL MOUNTAIN

CONSUMER

By \_\_\_\_\_ Signature: \_\_\_\_\_

Consumer Phone number \_\_\_\_\_ Print: \_\_\_\_\_

Consumer Social Security No. \_\_\_\_\_ E-mail: \_\_\_\_\_

Consumer Social Security No. \_\_\_\_\_ Buying or Renting

Consumer Drivers License No. \_\_\_\_\_

Consumer Driver's License No. \_\_\_\_\_

\*\*Please request a copy of this contract for your records if you would like one.\*\*