

MALLORY VALLEY UTILITY DISTRICT

WATER SUPPLY CONTRACT

This Contract is entered into by and between Mallory Valley Utility District of Williamson County, Tennessee, hereinafter called "DISTRICT", and _____, who is the owner of a development located at _____ . The owner is hereinafter called "CONSUMER".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The DISTRICT agrees to supply water to the CONSUMER subject at all times to the rules and regulations in effect, as amended from time-to-time, of the Tennessee Department of Environment and Conservation, the Williamson County Department of Public Health and the DISTRICT.
2. The CONSUMER agrees to pay for water service at the rates approved by the DISTRICT.
3. The CONSUMER may elect to set a separate tap and meter to measure water used for irrigation. If separately metered, water usage for irrigation would not be used in computing sewer charges by the City of Franklin.
4. The CONSUMER agrees and understands that central system breakdowns, drought, interruption of water supply to the central system, and other problems may result in water rationing or temporary elimination of water service. Therefore, the DISTRICT does not guarantee pressure, flow or quality of water. The CONSUMER agrees to hold the DISTRICT harmless for all damages which may result to the CONSUMER as a result of such rationing or temporary cessation of water service.
5. The CONSUMER agrees that the water purchased pursuant to this Contract will be used only for the benefit of persons residing at the designated property and for no other property. Water service shall not be shifted or changed to serve any other property whatsoever without the prior written permission of the DISTRICT and only upon terms and conditions set by the DISTRICT.
6. The CONSUMER shall, at its sole expense, be responsible to install, operate and maintain all water distribution facilities located on its property.
7. If the CONSUMER starts the use of water service without first signing a contract with the DISTRICT and enabling the DISTRICT to read the meter prior to water use, the CONSUMER agrees to pay any amount due for service supplied to the premises from the time of the last reading of the meter preceding its occupancy or use of the premises, as shown by the DISTRICT'S books and records.
8. Domestic tap fees, fire protection tap fees, irrigation tap fees, the application fee and connection fees will be paid by the CONSUMER in accordance with the rules of the DISTRICT and in the amounts shown on Exhibit A of this Contract. All fees will be paid by the CONSUMER in accordance with the District's rules and regulations as set forth at the end of this Contract. If no access fee has been paid for the connection to CONSUMER'S property, the CONSUMER shall pay the applicable access fee in accordance with the District's rules and regulations. The DEVELOPER shall install the water meter on the CONSUMER'S property as near to the public right-of-way as possible. The CONSUMER grants the DISTRICT a license to install, maintain and read the meter on the CONSUMER'S property and shall upon the DISTRICT'S request convey a written easement to the DISTRICT granting the DISTRICT the right to install, maintain and read the meter on the CONSUMER'S property.
9. In addition to the fees set forth in Exhibit A, the CONSUMER will be responsible for the costs of installation of the taps. The CONSUMER shall install the tap assemblies, and such installations shall be in accordance with the DISTRICT'S technical specifications and shall be inspected by the DISTRICT. The CONSUMER shall notify the DISTRICT at least two (2) days before the installation of the meters so that the DISTRICT can schedule the inspection.
10. Meters will be read and bills rendered monthly unless the DISTRICT in its sole discretion decides to read the meter and/or render bills at another interval. The DISTRICT reserves the right to render a bill based on prior consumption in any given month and later adjust the charges based on a subsequent actual meter reading.
11. Payments for water service can be made by mail to the DISTRICT'S mailing address of P.O. Box 306056, Nashville, TN 37230, or in person at the DISTRICT office located at 465 Duke Drive, Franklin, Tennessee. For after hours service, a drop box is provided at the DISTRICT office. Methods of payment are as follows: cash, check, cashier's check, MasterCard, Visa and automatic bank draft of your checking account.
12. Failure to receive a bill will not release the CONSUMER from his payment obligation and will not entitle the CONSUMER to a billing discount.
13. Bills must be paid on or before the first (1st) day of the month to receive the net rate. The gross rate shall apply for payments made after the first (1st) day of each month. If the CONSUMER fails to pay for water by the twenty-fifth (25th) day of each month,

water service may be terminated for non-payment. The CONSUMER will become liable to pay the expense of a service call for the reconnection of water service. The CONSUMER agrees to pay all expenses for the collection of unpaid bills and charges, including reasonable attorneys' fees and court costs, in the event legal action is commenced to collect the CONSUMER'S account.

14. In the event the CONSUMER pays the water bill by check or automatic bank draft and payment is returned by the bank to the DISTRICT for "Insufficient Funds", "Account Closed" or for any other reason, the CONSUMER shall pay the amount due in a timely manner as determined by the DISTRICT and shall pay a \$20.00 returned item charge. If the DISTRICT receives three returned checks and/or automatic bank drafts on the CONSUMER, the CONSUMER will no longer be allowed to submit a check for payment or continue with automatic bank drafting. Instead, the CONSUMER shall pay all water bills by cash, credit card, money order or cashier's check.
15. In the event the DISTRICT determines a CONSUMER'S meter is defective, the amount of water used and billed will be determined by the DISTRICT by using a correct meter reading or readings during a corresponding period of similar service. If no corresponding period of similar service exists, the DISTRICT will estimate water usage using the best information available to it.
16. The CONSUMER shall give the District at least two (2) days notice before canceling water service at the premises set forth in this Contract to allow the DISTRICT to read the meter for a final bill. If such notice is not given, the CONSUMER agrees to pay for water service until the DISTRICT reads the meter.
17. In case of a leak or damage to the meter or pipes on the premises of the CONSUMER, water service may be discontinued until the CONSUMER makes the necessary repairs.
18. If the CONSUMER:
 - A. Fails to pay the DISTRICT'S fees and charges for water service;
 - B. Violates the DISTRICT'S rules and regulations governing water service;
 - C. Violates any provision of this Contract;
 - D. Makes any illegal or unsafe use of water or water facilities; or
 - E. Makes any cross-connection, auxiliary intakes, bypass or inter-connections between the DISTRICT'S water source and any other water source;then the DISTRICT is authorized to terminate water service and remove its equipment from the premises.
19. The CONSUMER hereby authorizes the DISTRICT'S agents and employees to enter the CONSUMER'S premises at all reasonable times for the purpose of inspecting water service components to confirm compliance with the Contract.
20. If the CONSUMER is presently, or is in the future, connected to the City of Franklin sewer system or the City of Brentwood sewer system, the CONSUMER understands that the DISTRICT has agreed to terminate the CONSUMER'S water service for nonpayment of sewer charges for those two systems. Water service will be turned off at the request of Franklin or Brentwood until the CONSUMER has paid the appropriate charges to Franklin or Brentwood and has delivered to the DISTRICT signed documentation showing all charges have been paid. Any questions or disputes about the CONSUMER'S sewer bill shall be referred to and resolved by Franklin or Brentwood.

MALLORY VALLEY UTILITY
DISTRICT OF WILLIAMSON
COUNTY, TENNESSEE

BY: _____
ANSLEY COODE
GENERAL MANAGER

BY: _____
TITLE: _____

DATE _____

DATE _____