

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 (customer name) _____, who is the owner or lessee of premises known as (customer address) _____. The owner or lessee 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 in accordance with the DISTRICT'S rules and regulations governing water service, which may be amended from time to time.
2. The CONSUMER agrees to pay for water service at the rates approved by the DISTRICT from time to time.
3. The DISTRICT may experience water system breakdowns, drought, the interruption of water supply, sudden or unanticipated changes of pressure within its water system and other operational problems which can cause the temporary reduction or interruption of water service, changes in water pressure, changes in water quality and water rationing. Therefore, the DISTRICT cannot and does not guarantee the pressure, flow or quality of water to the CONSUMER. The CONSUMER agrees that the DISTRICT shall not be liable under any circumstances for any injury to persons or property arising whatsoever from the provision of water service to the CONSUMER.
4. The CONSUMER agrees that the water purchased pursuant to this Contract will be used only for the benefit of the persons residing at the designated premises and for no other property. Water service shall not be shifted or changed to serve any other property without the prior written permission of the DISTRICT.
5. At its sole expense the CONSUMER shall be responsible to install, operate and maintain all water distribution facilities located on his or her premises past the DISTRICT'S water meter.
6. If the CONSUMER starts to use water without first signing a Contract with the DISTRICT and the DISTRICT is unable to read the meter prior to water use, the CONSUMER agrees to pay any amount due for water service supplied to the premises from the time of the last reading of the meter preceding his or her occupancy or use of the premises as shown by the DISTRICT'S books and records.
7. Prior to obtaining water service, a connection fee will be paid by the CONSUMER in accordance with the District's rules and regulations. If no fees have been paid for the service connection required to obtain water service, then the CONSUMER shall pay all applicable tap, access fees, and other development fees in accordance with the District's rules and regulations. The District or approved contractor will 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 water 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.
8. 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.
9. 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.
10. Failure to receive a bill will neither release the CONSUMER from his or her payment obligation nor will it entitle the CONSUMER to a billing discount.
11. 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. The consumer agrees and understands that any credit balance remaining on the consumer's account three months after the account is closed which is under \$5.00 will become the property of Mallory Valley Utility District. In

addition, any credit balance remaining on the consumer's account after the account is closed which is more than \$5.00 will be held by the District for one year. After such time, if a credit balance of more than \$5.00 remains, then the District will remit the credit balance to the State of Tennessee Unclaimed Property Division.

12. 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 and/or sewer bills by cash, credit card, money order or cashier's check.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 this Contract.

18. 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.



CONSUMER SIGNATURE HERE

DATE

MALLORY VALLEY UTILITY DISTRICT SIGNATURE HERE

Date fees Received _____ Fee Amount _____ Payment Type _____