

**Castalian Springs-Bethpage Water Utility District (CSBUD)**  
**1010 Hinton Road, Bethpage TN 37022**  
**Phone 615-841-3724 Fax 615-841-3794**

**CUSTOMER CONTRACT — RESIDENTIAL SERVICE**      CONTRACT NO: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_  
CUSTOMER ACCT NO.: \_\_\_\_\_  
METER NO: \_\_\_\_\_  
DATE SERVICE REQUESTED: \_\_\_\_\_

RECEIPT NO: \_\_\_\_\_

It is the policy of CSBUD to require that the applicant seeking service 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 CSBUD to provide the applicant's written verification as well as applicant's identification papers, as required below.

Whenever an application is made for service and the CSBUD has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, the CSBUD reserves the right to adopt either one of the following two courses:

- a) Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
- b) Withhold service pending a judicial or other settlement of the rights of the various claimants.

THIS AGREEMENT, entered into by and between Castalian Springs-Bethpage Utility District of Sumner and Trousdale Counties, Tennessee, established and existing under the laws of the State of Tennessee, hereinafter referred to as the "CSBUD," and the applicant, hereinafter referred to as "CUSTOMER":

Name(s) to appear on account: \_\_\_\_\_

Customer's Full Legal Name(s): \_\_\_\_\_

Street Address (for service): \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Driver License No. (s): \_\_\_\_\_

Social Security No. (s): \_\_\_\_\_

Phone No. of Service Address: \_\_\_\_\_

Phone No. of Billing Address (if different): \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant is:      \_\_\_\_\_ Owner      \_\_\_\_\_ Renter      \_\_\_\_\_ Developer      \_\_\_\_\_ other \_\_\_\_\_  
Service Type:      \_\_\_\_\_ Single Family      \_\_\_\_\_ Multi-family      \_\_\_\_\_ Home-based business      \_\_\_\_\_ other \_\_\_\_\_

Is there any medical reason that service cannot be interrupted? Explain:  
(Written verification from a medical doctor is required before meter can be labeled as non-cut-off)

In consideration of payment by the CUSTOMER of certain fees detailed in the SCHEDULE OF RATES AND CHARGES, CSBUD agrees to furnish service to the service address listed herein, and the CUSTOMER agrees to purchase services from CSBUD, subject to the terms and conditions herein set forth.

1. The CUSTOMER understands that CSBUD is a limited municipality and the commissioners are its governing body, CSBUD shall develop hereafter its general and reasonable rules and regulations, and the CUSTOMER agrees to abide by all such present and future reasonable rules and regulations.

2. The obligations of this contract shall be binding upon the executors, administrators and estate of the original parties, provided that no application, service agreement or service contract may be assigned or transferred without the written consent of CSBUD.

3. It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify CSBUD in order that it may execute a new contract with the successor CUSTOMER.

4. It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, CSBUD may cut off one or all of its services to the service address and may not be reconnected except by order of CSBUD, after the payment of all rates and charges have been made by the CUSTOMER.

5. Services provided by CSBUD shall be supplied only to the applicant at the address named in this contract. CUSTOMER shall not connect any other dwelling or property to his service.

6. The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of CSBUD.

7. CSBUD or its agents reserve the right to make inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable time. CSBUD assumes no liability for the operation or maintenance of the CUSTOMER'S plumbing.

8. The CUSTOMER agrees to keep the property at the service address accessible and free from impediments to CSBUD access, maintenance and meter reading. Upon notification from CSBUD, the CUSTOMER agrees to remove any impediments to CSBUD access. If such impediments are not removed within such reasonable time as requested by CSBUD, service will be disconnected. Service shall be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.

9. CSBUD shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. CSBUD shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to persons, plumbing or property resulting from such service curtailment or discontinuance.

10. CSBUD makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.

11. CSBUD shall, at its discretion, specify how and what uses may be made of service provided to CUSTOMER. If the CUSTOMER fails to comply with the uses so specified, service shall be discontinued.

12. All pressure regulators, valves, service lines and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER. No pump may be installed on potable water lines without the written permission of the CSBUD.

13. CUSTOMER agrees not to allow any cross-connection between CSBUD service and a private well or any other connection, either inside or outside of any building, in such manner that a flow of water from such connection may potentially be introduced into CSBUD service lines.

14. All requests for disconnection of service should be made either in writing or in person if possible. CSBUD will accept telephone requests for discontinuance if caller can give adequate identification. CSBUD will make every effort to respond within a reasonable time.

15. If the applicant fails to connect to the system when service is available and a tap is made, the CUSTOMER will pay the minimum bill until such time as the CUSTOMER installs his service or until such time as CUSTOMER notifies the CSBUD that he no longer wishes service.

16. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device. Before water service will be turned on the CUSTOMER must install a dual check backflow preventer valve on all taps; on existing service line to a reconstructed residence, business or barn being rebuilt for any reason (fire/storm/age, etc.); replaced mobile/modular home; or replacing existing service line to your residence, business or barn. The valve must be installed on the CUSTOMER'S side of the meter no closer than 24 inches to the meter and no further than 36 inches from the meter. The valve must be in a concrete or plastic meter box. The valve must be exposed.

17. If CSBUD discontinues service for non-payment or any other reason and the service is turned on without authority of the CSBUD, CSBUD shall charge a reconnection fee and penalty charge according to the Rates and Fees Schedule.

18. The CUSTOMER agrees that in the event any CSBUD property is damaged, destroyed or tampered with by the fault of the CUSTOMER; it shall be repaired or replaced at the CUSTOMER'S expense.

19. CSBUD shall have the right to estimate or prorate any bill when conditions beyond the control of CSBUD prevent the normal billing procedure.

20. If the CUSTOMER after signing this CONTRACT does not take the service for any reason, the CUSTOMER shall reimburse CSBUD for any expenses incurred.

21. The receipt by CSBUD of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate CSBUD to render such service. If the service cannot be supplied in accordance with the CSBUD'S policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of CSBUD to the applicant for such service shall be limited to the return of any fees paid to the CSBUD by such applicant.

22. CUSTOMER agrees that this document is only an APPLICATION for service and shall not be effective as a CONTRACT until approved by an official of the CSBUD. If the service in the opinion of CSBUD cannot be supplied, the liability of the CSBUD to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by the CSBUD.

23. As a condition of service, the property owner shall provide at no cost a suitable place for the installation of the meter and related equipment and give an easement to CSBUD for said location.

24. CUSTOMER should have and will be responsible for a cut-off valve on his service line.

25. If CSBUD damages any underground facilities the CUSTOMER cannot locate, the CUSTOMER will be responsible for all repairs.

26. CSBUD is required, by state to have 20 psi at meter, if CUSTOMER wants more pressure CUSTOMER is responsible to install booster pump.

By my signature, I obligate myself to obey all rules and regulations of the CSBUD and pay for all CSBUD service at the service address in accordance with the prevailing rate schedule set by the Governing Board. In the event of non-payment or unauthorized partial payment, I agree that the CSBUD may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorneys fees. It is further understood that the CSBUD has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any CSBUD matter. The CUSTOMER agrees to abide by such policies, rule & regulations or by-laws.

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

Date: \_\_\_\_\_

CSBUD Representative: \_\_\_\_\_

Date: \_\_\_\_\_