

**WALDEN'S RIDGE UTILITY DISTRICT
3900 TAFT HIGHWAY
SIGNAL MOUNTAIN, TENNESSEE**

CROSS-CONNECTION AND CONSUMER'S RESPONSIBILITY CONTRACT

1. All future water main lines shall be a minimum size of 6 inches.
2. When lines are laid by anyone other than the District, a representative(s) of the District shall inspect them during installation and upon completion before the ditch is refilled. Approval will be necessary or the line will not be put into use.
3. Fire plugs are for fire use only.
4. When a new subdivision is developed, the contractor must install a service connection at each lot according to the District's specifications. In addition, the contractor must install fire hydrants according to the District's specifications.
5. Contractors shall be liable for any damage to water lines or meters resulting from use of construction equipment and will be billed for repairs at existing rates plus 25%.
6. No company equipment shall be loaned or rented to any individual or business.
7. Charges for relocating existing water meters will be at the District's currently published rate.
8. The location of all new meters shall be designated by the District.
9. No cross-connection shall be allowed to exist upon any premises. A cross-connection is any physical connection whereby the public water supply is connected with any other water supply system, whether public or private, either inside or outside of any building or buildings in such a manner that a flow of water into the public water supply is possible, either through the manipulation of valves or because of ineffective check or back pressure valves or because of any other arrangement. If a cross-connection is found, the Consumer shall be given time to correct it or service will be discontinued until such time that the Consumer shall provide proof that the cross-connection has been corrected.
10. It shall be unlawful for anyone to use jumpers to acquire water and said jumpers will be confiscated and violators will be billed for any amount of water the District estimates was used.
11. The Consumer is be responsible for any damage done to water meters during attempts to thaw them. Consumers should contact the water company if meter is frozen.
12. If a Consumer turns off their water service at the meter for any reason and damages the cut-off valve, the Consumer will be billed for the cost of labor and a new valve.
13. If a Consumer desires water to be shut off for any length of time, the District may remove the meter. To reinstate the service, the meter will be reinstalled at the District's currently published rate at the time of reinstallation.
14. The Consumer must pay a new activation fee at the current rate for each new address and a new receipt will be issued.
15. All water contracts shall have a specific address.
16. If a Consumer wants water beyond existing mains, the Consumer will be responsible for installing any new water main to reach the service installation point according to the District's specifications. In addition, the Consumer must pay for a service tap or taps at the current rate published of the District.
17. Where the Consumer has more than one dwelling or place of business tied on a service connection, the Consumer will be required to pay for the other dwelling(s) that are tied onto their connection, whether the dwelling(s) (is) (are) occupied or not, until such time as the Consumer has a service connection installed for each dwelling or place of business.
18. If the Consumer becomes delinquent on their water account and the District must pull the meter, the Consumer must pay all amounts due in addition to all applicable fees.
19. The Consumer is responsible for any water that registers on their meter, whether by leak or any other cause. In addition, the Consumer is responsible for the repair and maintenance of their own water line from where the connection is made at the line setter to the dwelling or business.
20. If the Consumer's meter is pulled for non-payment and the District must lock out the meter yoke and the Consumer breaks the padlock, the District will disconnect the service line at the water main. The Consumer must pay for reconnecting to the water main, plus all delinquent amounts due and applicable fees, before service will be reinstated.
21. No new service taps will be made on the "W" Road or Anderson Pike between Fox Run Drive and Taft Highway.
22. No new service taps will be made on North Fairmount beyond Walnut Street.
23. The District shall not be responsible for damage to Consumer's plumbing due to water mains bursting, for failure of pressure reducing devices or any other causes beyond our control.
24. If a Consumer has a complaint and the water company employees are unable to resolve the complaint to the Consumer's satisfaction, the Consumer has the right to request the complaint be heard by the Board of Commissioners at a time and place designated by the Board of Commissioners, usually the regular monthly meeting. Complaints must be submitted in writing to the District a minimum of five (5) working days before the date of the regular business meeting.

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1. Water shall be used to supply only the premises which are described and covered by this contract. The Consumer shall not sell, furnish or permit water to be used through their 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 at the same location, or suffer it to be taken from the premises, except with the written consent of the District.
3. 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. The Consumer shall, at their own expense, lay and maintain all lateral or service lines or pipes beyond delivery point.
4. The Consumer agrees to disconnect and keep disconnected from their service line or pipes all other sources of water.
5. The Consumer agrees to take water from the District, and pay for it at the current published rates, plus Tennessee Sales Tax where applicable.
6. It is expressly understood and agreed, however, that the rates charged are subject to increase or decrease at any time by the District upon fifteen days notice to the Consumer.
7. The Consumer agrees that, prior to the turning on of the water, the Consumer will pay a non-refundable activation fee and a deposit if applicable. The amount of the fee shall be charged at the District's current published rate.
8. Bills for water shall be paid at the place designated on the bill. If the bill is not paid by the 27th of each month by 3:30 p.m., the agents, servants and employees of the District shall have the right to enter upon the premises of the Consumer and shut off the water without further notice. The water shall not be turned on again until the Consumer shall have paid all bills due plus any additional fees due for reinstating the service. Failure to receive bill will not release the Consumer from payment obligation.
9. In case of a stuck or broken meter, the bills will be rendered on an estimated basis and the Consumer hereby agrees to pay the same when so rendered.
10. The Consumer agrees to prevent the waste of water in any way. The District retains the right to decide what is waste or improper use of water, and to restrict the use thereof when the same is deemed necessary.
11. The Consumer agrees to pay the monthly water bill until such time the District is notified to terminate the Consumer's service. The Consumer understands that payment is due in full at the time the Consumer's bill is rendered unless other financial arrangements have been made with the District. Should the Consumer's account become delinquent and be referred to an attorney for collection, the Consumer agrees to pay the amount of the water bill, plus any and all fees associated with the collection of the past due balance.
12. The District shall not be responsible in any way or manner for damages for 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, expressed or implied, that the water supplied be sufficient for use of the Consumer or for protection against fire.
13. The District may at any time, when necessary for repairs, or for any other reason whatsoever, shut off the water from the Consumer's property without being liable in any way and without prior notification to the Consumer.
14. 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 Consumer.
15. The District, its agents, servants and employees are hereby granted, in consideration of the water service, and other good and valuable considerations, an easement in, upon and over all or any part of the property, hereinafter described, for the purpose of making repairs, excavations, locating leaks, checking or reading meters, checking the amount of water consumed, making connections, and in general to do any act necessary to the proper maintenance and operation of said water system.
16. The Consumer agrees that the premises are now ready for water to be turned on.
17. It is expressly understood and agreed by and between parties that the District 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 the Consumer hereby agrees to be bound by any rule or regulation so made.
18. It is expressly understood and agreed that the appropriate monthly charges shall be due and payable each month of the calendar year, regardless of the occupancy of the premises.