

Huntsville Utility District

Customer Contract – Residential Service

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

- 1...The obligations of this contract shall be binding upon the successors and assigns, survivors, lessees, and executors or administrators of the original parties, provided that no applications, service agreement of service contract may be assigned or transferred without the written consent of the UTILITY.
- 2...It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify the UTILITY in order that it may execute a new contract the successor CUSTOMER.
- 3...It is understood and agreed that every condition of this contract of the essence of the contract, and if breached, the UTILITY may cut off one or all of its services to the service address and may not be reconnected except by order of the UTILITY, after the payment of all rates and charges have been made by the CUSTOMER.
- 4...Services provided by the UTILITY 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.
- 5...The meter and related appurtenance serving the CUSTOMER'S service address shall remain the property of the UTILITY.
- 6...The CUSTOMER grants the UTILITY the right of ingress and egress for the inspection and maintenance of the system.
- 7...The UTILITY or its agents reserve the right to make the inspections of the service installation within the CUSTOMER'S premises upon reasonable notice and at reasonable times.
- 8...The CUSTOMER agrees to keep the property at the service address accessible and free from impediments for UTILITY access, maintenance and meter reading.
- 9...Upon notification from the UTILITY, the CUSTOMER agrees to remove any impediments to UTILITY access. If such impediments are not removed within such reasonable time as requested by the UTILITY, service will be disconnected. Service shall be reinstalled after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.
- 10...The UTILITY shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. The UTILITY shall not be liable for failure to furnish service for any reason beyond its control or for any loss, injury or damage to person, plumbing or property resulting from such service curtailment or discontinuance.
- 11...The UTILITY makes no guarantees, expressed or implied, as to service quality, quantity, pressure, consistency or continuity.
- 12...The UTILITY 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.
- 13...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 UTILITY.
- 14...CUSTOMER agrees not to allow any cross-connection between utility 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 UTILITY service lines.
- 15...All requests for disconnection of service must be made in writing or in person. Under no circumstances will telephone requests for discontinuance be accepted. The UTILITY will make every effort to respond within a reasonable time.
- 16...If the applicant fails to connect to the system when such service is available, the CUSTOMER will pay the minimum bill until such time as the CUSTOMER installs his service or until such time as CUSTOMER notifies the UTILITY that he no longer wishes service.
- 17...The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device in areas where pressure is greater than 80 PSI or may be considered excessive.
- 18...If the UTILITY discontinues service for non-payment or any other reason and the service is turned on without authority of the UTILITY, the UTILITY shall charge reconnection fee and penalty charge according to its Rates and Fess Schedule.
- 19...The CUSTOMER agrees that in the event any utility property is damaged, destroyed or tampered with by the fault of the CUSTOMER, it shall be repaired or replaced at the CUSTOMER'S expense.
- 20...The UTILITY has the right and shall continue to have the right to make, amend and enforce any policies, regulation or by-laws that may be necessary or proper regarding any UTILITY matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.
- 21...The UTILITY shall have the right to estimate or prorate any bill when conditions beyond the control of the UTILITY prevent the normal billing procedure.
- 22...If the CUSTOMER after signing this contract does not take the service for any reason, the CUSTOMER shall reimburse the UTILITY for any expense incurred.
- 23...The receipt by the UTILITY of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment or fees, shall not obligate the UTILITY to render such service. If the service cannot be supplied in accordance with the UTILITY'S policies, rules, regulation and general practice or those of any state or federal agency with oversight regarding service, the liability of the UTILITY to the applicant for such service shall be limited to the return of any fees paid to the UTILITY by such applicant.
- 24...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 UTILITY. If the service in the opinion of the UTILITY cannot be supplied, the liability of the UTILITY to the CUSTOMER shall be limited to the return of any fees, less any project development cost as incurred by the UTILITY.
- 25...The UTILITY may disconnect water service at the CUSTOMER'S meter for failure to repair a water leak on the CUSTOMER'S side, without the CUSTOMER'S request, after the CUSTOMER has been notified by the UTILITY.

NEW INSTALLATIONS:

- 26...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 the UTILITY for said location.

By my signature, I obligate myself to pay for all utility service measured by meter 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 utility may terminate service and that all unpaid bills are immediately payable by me, including all costs of collection and attorneys fees.

Signature of Applicant

Signature of CO-Applicant

Date: _____

Date: _____