



## Service Contract

It is the policy of TASS to require that the applicant seeking service be the responsible party residing at the service address.

Whenever an application is made for service and TASS 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, TASS 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 Tellico Area Services System (TASS), a Utility established and existing under the laws of Loudon & Monroe County, hereinafter referred to as TASS, and the applicant, hereinafter referred to as "CUSTOMER":

**Full Legal Names:** \_\_\_\_\_

**Account Information may be disclosed to the following individual(s):** \_\_\_\_\_

**Street/911 Address (for service):** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Billing Address (if Different):** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Social Security #** \*\*\* \_\_\_\_\_

\*\*\**(for security reasons, please do not send via email with Social Security Number. You can call the office to relay this information once application is received)*

**Primary Phone #:** \_\_\_\_\_ **Secondary Contact #:** \_\_\_\_\_

**Work/Day Phone #:** \_\_\_\_\_ **Emergency Contact Name/#:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

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

**Applicant is:** Owner \_\_\_\_\_ Renter \_\_\_\_\_ Contractor \_\_\_\_\_

**Effective July 1, 2020, all new in ground irrigation systems will require a secondary meter set. I understand if I install an irrigation system, TASS requires a separate meter that will require additional payment. Initials:** \_\_\_\_\_

TASS requires the homeowner to place a blue flag (provided by TASS) on their property at the location they desire the meter to be placed. The placement needs to be at the edge of the property joining the road right of way. The homeowner should have the flag placed on the property within 5 business days of the application. Failure to place a flag will result in postponing the meter set. **Initials:** \_\_\_\_\_

**Tellico Area Service System**

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

1. 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 TASS.
2. It is agreed that if CUSTOMER sells, subdivides or leases the property herein described, CUSTOMER will notify TASS in order that it may execute a new contract with the successor CUSTOMER.
3. It is understood and agreed that every condition of this contract is of the essence of the contract, and if breached, TASS may cut off one or all of its services to the address and may not be reconnected except by order of TASS, after the payment of all rates and charges have been made by the CUSTOMER.
4. Services provided by TASS 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 appurtenances serving the CUSTOMER'S service address shall remain the property of TASS.
6. TASS 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. TASS assumes no liability operation or maintenance of the CUSTOMER'S plumbing.
7. The CUSTOMER agrees to keep the property at the service address accessible and free from impediments included but not limited to: not to be fenced -in, clear of trees, bushes, shrubs, structures, vehicle and equipment to TASS access, maintenance and meter reading. Upon notification from TASS, the CUSTOMER agrees to remove any impediments to TASS access. If such impediments are not removed within such reasonable time as requested by TASS, service may be disconnected. Service may be reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.
8. TASS shall have the right to restrict, control or discontinue service at any time during emergencies or repairs. TASS 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.
9. TASS makes no guarantees, expressed or implied, as to the pressure of water service.
10. TASS 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.
11. All pressure regulators, valves, service lines, backflow preventers and other devices located on the CUSTOMER'S side of the meter are the responsibility of the CUSTOMER.
12. CUSTOMER agrees not to allow any cross-connection between TASS service and a private well or spring or any other connection, either inside or outside of building, in such manner that a flow of water from such connection may potentially be introduced into the TASS service lines.
13. All requests for disconnection of service should be made either in writing or in person if possible. TASS will accept telephone request for discontinuance if caller can give adequate identification. TASS will make every effort to respond within a reasonable time.
14. The CUSTOMER shall be responsible for installing and maintaining a pressure regulator device and cutoff valve on their line.
15. If TASS discontinues service for non-payment or any other reason and the service is turned on without authority of TASS, TASS shall charge a tampering fee and penalty charge according to its Rates and Fees Schedule.
16. 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 and shall be subject to the fees and changes set forth in the utility's "Theft & Tampering policy".
17. TASS shall have the right to estimate or prorate any bill when conditions beyond the control of TASS prevent the normal billing procedure.
18. The receipt by TASS of the application for service of the prospective CUSTOMER, regardless of whether or not accompanied by payment of fees, shall not obligate TASS to render such service, if the service cannot be supplied in accordance with TASS policies, rules, regulations and general practice or those of any state or federal agency with oversight regarding service, the liability of TASS to the applicant for such service shall be limited to the return of any fees paid to TASS by such applicant.
19. 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 TASS. If the service in the opinion of TASS cannot be supplied, the liability of TASS to the CUSTOMER shall be limited to the return of any fees, less any project development costs as incurred by TASS.
20. 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 TASS for said location. If for any reason a CUSTOMER wishes to have their meter relocated (any time after the initial installation), the CUSTOMER must pay all cost incurred for the relocation, If TASS at any time determined that the CUSTOMER has altered the area where the meter was initially installed, and this area is no longer a suitable location as determined by TASS, the customer must pay all costs incurred by TASS to relocate the meter.
21. The utility bills for service monthly and bills are mail in bulk by a third-party administrator at the US Post Office. TASS cannot guarantee the delivery of its bills. Failure to receive a bill does not relieve the CUSTOMER of the responsibility of paying of the bill.

By my signature, I obligate myself to obey all rules and regulations of TASS and pay for all utility service at the service address in accordance with the prevailing rate schedule set by the Governing Board in the event of non-payment. I agree that TASS may terminate service and that all unpaid bills are immediately payable by me, including all cost of collections and attorneys' fees. It is further understood that TASS 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 TASS matter. The CUSTOMER agrees to abide by such policies, regulations, or by-laws.

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

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

Service Charge: \_\_\_\_\_ Deposit: \_\_\_\_\_ Water Tap: \_\_\_\_\_ Sewer Tap: \_\_\_\_\_ Sewer Deposit: \_\_\_\_\_ TRDA Fee: \_\_\_\_\_ Bore Fee: \_\_\_\_\_

Check: \_\_\_\_\_ Cash: \_\_\_\_\_ Debit/Credit: \_\_\_\_\_ Gave Flag: \_\_\_\_\_

Deposit Receipt #: \_\_\_\_\_ Checked Bad Debt: \_\_\_\_\_ Customer Brochure: \_\_\_\_\_ Vonore Sewer: \_\_\_\_\_