

# Lincoln County Board of Public Utilities

2863 Huntsville Highway

Fayetteville, TN 37334

## Application for Water Service

The undersigned, jointly and separately, (hereinafter "APPLICANT") hereby makes application for water service (hereinafter "service") to be provided by Lincoln County Board of Public Utilities (hereinafter "LCBPU") on APPLICANT'S premises as set out below. The APPLICANT agrees that this application and service are subject to LCBPU rules and regulations as such rules and regulations may be amended from time to time; and further agrees that the LCBPU rules and regulations are a part of this application for service.

APPLICANT agrees to pay LCBPU for the service delivered under this agreement as measured by LCBPU's meter and billed according to the rate schedule as established by LCBPU which rates may change from time to time. Bills shall be sent monthly to the address of the APPLICANT as set out herein and are due and payable upon receipt.

APPLICANT hereby certifies that at the present time that he is not liable to LCBPU for prior service, and this application is not submitted in conjunction with or on behalf of another person who has had service terminated for any reason. APPLICANT further agrees that in the event any part of this application is untrue or misleading, service may be terminated immediately by LCBPU.

APPLICANT agrees that if it becomes necessary for LCBPU to commence legal proceedings against APPLICANT to recover payment for service, damage to any LCBPU equipment, or for other reasons, APPLICANT is liable for all expenses incurred by LCBPU, including but not limited to collection expense, attorney fees, court costs, and cost of damage or repair to equipment.

The APPLICANT agrees that (1) LCBPU shall retain title to all meters and other property furnished by it, (2) APPLICANT shall be responsible for the safekeeping of all property of LCBPU on APPLICANT'S premises, (3) APPLICANT grants the right of ingress and egress on APPLICANT'S property by authorized LCBPU employees for the purpose of inspecting, reading, examining, repairing or removing meters or other LCBPU property located on APPLICANT'S premises. APPLICANT is aware that theft of service or destruction of LCBPU property may be subject to civil liability and/or criminal penalties.

The APPLICANT shall be obligated to pay for all water passing through the LCBPU water meter to APPLICANT'S premises from the date of installation. Water shall be used to supply only the premises covered by this Application for Service, and APPLICANT shall not have the right to use or permit to be used water at any other or at a different location than provided herein.

APPLICANT is required to maintain service lines, install, and maintain a pressure regulator device, and all other fittings required on APPLICANT'S premises beyond the meter. Applicant is responsible for any leak repairs or water loss incurred past the meter.

APPLICANT agrees that in the event the meter, piping or other LCBPU equipment is damaged or destroyed due to the fault or neglect of the APPLICANT or the fault or neglect by persons or firms other than LCBPU, it shall be replaced, at the APPLICANT'S expense, only by authorized employees of the LCBPU. LCBPU may at any time when necessary for repairs, inspection, and drought or for other reason whatsoever suspend or restrict service to APPLICANT'S premises and shall not be responsible for any damage to APPLICANT or APPLICANT'S property due to such suspension.

This contract shall be binding upon APPLICANT, his heirs, successors and personal representatives; this agreement is personal to APPLICANT and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of LCBPU; and that this is the entire agreement existing between the parties hereto, and there are no other implied or expressed covenants, representatives, or warranties on the part of LCBPU.

APPLICANT'S credit history and background shall be checked and verified through Experian Credit Reporting Agency or some other independent third-party firm that performs credit reporting, history or background checks with the necessity and amount of a deposit to be determined in accordance with current LCBPU rules and regulations. Deposits will be reviewed periodically and may be adjusted in order to comply with current policy.

In accordance with LCBPU's Red Flag Policy, APPLICANT understands that LCBPU can only discuss APPLICANT'S account with APPLICANT or others listed on the account. More information concerning this policy is available on our website [Lincolncountybopu.com](http://Lincolncountybopu.com).

Service under this agreement shall begin on the date of the execution of this agreement and shall continue until terminated by either party to this agreement in accordance with the rules and regulations of LCBPU.

This agreement shall at all times be subject to such changes or modifications as LCBPU may, from time to time, direct in the exercise of its authority. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee. The venue of any litigation arising out of this agreement shall be Lincoln County, Tennessee.

It is agreed between the parties hereto that if any part, term, or provision of this agreement is determined by the courts or any regulatory authority to be illegal or in conflict with any law or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any notices to APPLICANT shall be deemed sufficiently given when sent by U.S. Mail first class to the address of the APPLICANT as set out in this application.

### Statement of Non-Discrimination

LCBPU is the recipient of Federal financial assistance from the Rural Utility Services, an agency of the U.S. Department of Agriculture. LCBPU is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and the rules and regulations of the U.S. Department of Agriculture. These legal requirements provide that no person in the United States on the basis of race, color, national origin, sex, religion, age, or disability shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

Acceptance of services provided by LCBPU shall constitute consideration for and acceptance of the terms of this agreement. Yes, I agree to allow my credit report to be processed by LCBPU through Experian Credit Reporting Agency for assessment of possible reduced deposit required. "You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. I/We have read this disclosure and agree that {LCBPU} may contact me/us as described above."

Customer signature : \_\_\_\_\_ Date: \_\_\_\_\_

Revised 1/31/22

## Lincoln County Board of Public Utilities

2863 Huntsville Highway  
Fayetteville, TN 37334  
931.433.2259

### Applicant Information:

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Additional Responsible Party Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Renter Information (Required if renting)

Landlord's Name: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Landlord's Telephone Number: \_\_\_\_\_ Email Address \_\_\_\_\_

A copy of the lease agreement is required to establish a service account.

More information concerning the following policies are available on our website [Lincolncountybopu.com](http://Lincolncountybopu.com).

Deposit Policy  
Payment Options & Fees  
Privacy Policy

### Please read the Service Agreement

I, the undersigned, have read the Service Agreement and accept the Terms and Conditions stated in the Lincoln County Board of Public Utilities' Service Agreement.

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

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

Revised 3/1/2018