

# Water & Wastewater Authority of Wilson County

TAX MAP \_\_\_\_\_

GROUP \_\_\_\_\_

PARCEL \_\_\_\_\_

## WATER TAP CONTRACT

The parties to this contract are the Water and Wastewater Authority of Wilson County, Tennessee, hereinafter referred to as the "Water Authority" and the undersigned persons, hereinafter referred to as the "Subscriber".

1. Subscriber purchases and the Water Authority sells one (1) water tap for the lot, lands or location described as follows:

\_\_\_\_\_

\_\_\_\_\_

2. The consideration for this purchase is the sum of \_\_\_\_\_ Dollars, as a tap fee, the receipt of which is hereby acknowledged by the Water Authority as evidenced by the execution of this contract.

3. The Subscriber will cause the property described above to be connected with the water works system at the Subscriber's property line and shall begin using water immediately upon being notified by the Water Authority that water service is available.

4. Subscriber further agrees to pay not less than the minimum monthly water bill at the rate established by the Water Authority for Sixty (60) consecutive months beginning with the first month from and after the date the water service is made available, whether or not connection is made or water consumed. Subscriber agrees that no meter shall be installed until all arrearage owing the Water Authority is paid and further that in the event the tap is not made operational before the arrearage, with penalty, equals the above tap, then the tap shall revert to the Water Authority.

5. In the event of late payment, Subscriber agrees to pay such penalty as may be established by the Water Authority and further states his understanding that the services may be discontinued due to Subscriber's failure to timely pay all amounts owing.

6. If it shall be determined by the Water Authority that water service cannot be offered to the Subscriber then the said Subscriber may demand, at his option, the return of the tap fee paid pursuant hereto and this contract shall lapse. Subscriber agrees that in the event the Water Authority is unable to supply water to this tap as part of any construction project, the Subscriber will be responsible for any increased tap fee or other charge levied in regard to any future construction contract, regardless of whether Subscriber has received the return of the tap fee paid as consideration of this contract.

7. Subscriber agrees that this contract is contingent upon the execution by Subscriber or his lessee of a water service contract for the premises to be served by the tap. Subscriber agrees to abide by the terms and provisions of such water service contract. In the event a water service contract for services to the subject premises, now or in the future, is executed by a lessee of the Subscriber, the Subscriber personally guarantees all amounts owing pursuant to such contract. In the event of a default by a lessee of the Subscriber resulting in the termination of service to the premises, the Subscriber agrees that no reconnection or continuance of service shall be made until all amounts owing the Water Authority have been paid in full.

8. Subscriber agrees to be bound by the rules and regulations of the Water Authority, as well as the rules and regulations hereinafter amended, modified or promulgated and the same are made a part of this contract.

9. Subscriber agrees that the water tap shall be considered as an appurtenance to the premises on which the meter is installed. In the event of a conveyance of said premises by instrument or by operation of law, the water tap shall be considered as having been conveyed with the premises unless the Water Authority is notified in writing to the contrary by Subscriber. The Water Authority shall have the right to discontinue service to the premises unless the new owner of the premises timely executes such contracts or agreements as may be deemed necessary or proper by the Water Authority, including the execution of an acceptance of the terms of this water tap contract. Subscriber agrees that notwithstanding any conveyance of the premises, subscriber shall remain personally responsible for all amounts owing pursuant to this contract until released in writing by the Water Authority.

10. It is agreed that this contract shall be binding upon the parties, their heirs, successors, representatives, lessees, grantees and assigns.

11. In witness whereof the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE WATER & WASTEWATER AUTHORITY  
OF WILSON COUNTY, TENNESSEE  
680 Maddox Simpson Parkway  
Lebanon, Tennessee 37090

By: \_\_\_\_\_

Subscriber: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### MAILING ADDRESS OF SUBSCRIBER:

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip

\_\_\_\_\_

Phone