

GIBSON COUNTY UTILITY DISTRICT COMMERCIAL CUSTOMER CONTRACT

CUSTOMER NO.: _____

DATE SERVICE REQUESTED: _____

ID VERIFIED

OWNERSHIP/RENTER VERIFICATION

THIS AGREEMENT, entered into by and between Gibson County Utility District of Gibson County, Tennessee, a UTILITY established and existing under the laws of the State of Tennessee, hereinafter referred to as the "UTILITY," and the applicant, hereinafter referred to as "CUSTOMER".

It is the policy of the UTILITY to require that the applicant(s) seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicant's behalf may be required by the UTILITY to provide the applicant's written authorization.

Whenever an application is made for service and the UTILITY 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, the UTILITY reserves the right to adopt either one of the following two courses:

- a) Treat the applicant(s) 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.

Business Name: _____ Full legal Name: _____

Service Address (for service): _____

Billing Address (if different): _____

F.I.D. No.: _____ Driver License No.: _____

Business Phone No.: (____) _____ Social Security No.: _____ - _____ - _____

Phone No.: (____) _____ Email address _____

Type of Business: Corporation Government Sole Proprietor Other _____

Category: Church Manufacturing* Health Care Agriculture Restaurant Retail School Other _____

Tax status: Exempt (*Designated meter-production) Reduced Rate (*Dual purpose meter-production & other) **Certificate must be provided.**

"The following information is requested by the Federal Government in order to monitor compliance with the Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname."

Ethnicity:
Hispanic or Latino _____
Not Hispanic or Latino _____

Co-applicant's Ethnicity:
Hispanic or Latino _____
Not Hispanic or Latino _____

Race: (Mark one or more)
White _____ Black or African American _____
American Indian/Alaska Native _____ Asian _____
Native Hawaiian or Other Pacific Islander _____

Co-applicant's Race: (Mark one or more)
White _____ Black or African American _____
American Indian/Alaska Native _____ Asian _____
Native Hawaiian or Other Pacific Islander _____

Gender: Male _____ Female _____
I choose not to disclose this information _____

Gender: Male _____ Female _____
I choose not to disclose this information _____

Emergency Contact Name and Phone No. NOT at Service Address: _____

Applicant is: ___ Owner ___ Renter Owner of Property if renter: _____ Phone No. of Owner: _____

Gas Appliances: Cook stove Logs Water Heater Central Unit Heater Furnace Dryer Other _____

By my signature, I request the UTILITY to obtain my credit report and obligate myself to obey all rules and regulations of the utility and pay for all utility service at the service address in accordance with the prevailing rate schedule set by the Governing Board. I acknowledge that I have read the provisions on page 2 of this agreement. In the event of nonpayment or unauthorized partial payment, I agree that the UTILITY may terminate service and that all unpaid bills are immediately payable by me, including any other violations of this agreement. It is further understood that the UTILITY has the right and shall continue to have the right to make amendments and enforce any policies; regulations 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.

Signature _____ Date _____

In consideration of payment by the CUSTOMER of certain rates and charges detailed in the SCHEDULE OF RATES AND CHARGES (copy provided with customer packet). The UTILITY agrees to furnish service to the service address listed herein, and the CUSTOMER agrees 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, administrations, and estate 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 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, 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 payment of all rates and charges have been made by the CUSTOMER.
- 4 ...Service provided by the UTILITY shall be supplied only to the applicant at the address named in this contract. CUSTOMERS shall not connect any other dwelling or property to this service.
- 5 ...The meter and related appurtenances serving the CUSTOMER'S service address shall remain the property of the UTILITY. Only Utility personnel are authorized to operate Customer meter/ valves.
- 6 ...The UTILITY 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. The UTILITY assumes no liability for the operation or maintenance of the CUSTOMER'S gas service lines on the CUSTOMER'S side of the meter.
- 7 ...The CUSTOMER agrees to keep the property at the service address accessible and free from impediments to UTILITY access, maintenance, and meter reading. 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 reinstated after any impediments are removed and all bills, reconnection fees and other such fees are paid by the CUSTOMER.
- 8 ...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, property resulting from such service curtailment or discontinuance.
- 9 ...The UTILITY makes no guarantees, expressed or implied, as to service quality, pressure, consistency, or continuity.
- 10 ...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 disconnected.
- 11 ...The UTILITY is required by federal regulations to notify you of certain safety recommendations regarding underground piping past the meter. The UTILITY operates a gas system with an emphasis on safety. We are required to design, operate, and maintain our underground natural gas pipeline system in accordance with prescribed federal safety standards. The gas system does not maintain the customer's fuel lines, because we do not own those lines. Remember that any and all gas piping, pressure regulators, valves, and other devices downstream (house side) of the gas meter belongs to the CUSTOMER, the homeowner, and are the responsibility of the CUSTOMER for routine maintenance and operation of this portion of the fuel line system.

The following are examples of routine maintenance practices for your gas piping:

- a. Buried piping should be periodically inspected for leaks.
- b. Periodically inspect for corrosion if the piping is metallic.
- c. Repair if any unsafe condition is discovered or if the flow of gas should be shut off.
- d. Should you plan to dig near buried gas piping, certain steps should be taken-
 1. Contact Tennessee One Call at 1-800-351-1111 or 811 three days in advance before digging begins so all utility owned piping and cable may be located. It's the law.
 2. After all piping has been located, all digging should be carefully done by hand in the vicinity of the pipe.
- 12 ...All requests for disconnection of service should be made either in writing or in person if possible. The UTILITY will accept telephone requests for discontinuance if the caller can give adequate identification. The UTILITY will make every effort to respond within a reasonable time.
- 13 ...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 a reconnection fee and penalty charge according to its Rates and Fees Schedule.
- 14 ...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.
- 15 ...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.
- 16 ...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 is the opinion of the UTILITY cannot be supplied, the liability of the UTILITY to the CUSTOMER shall be limited to the return of any fee, less any project development costs as incurred by the UTILITY.
- 17 ...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.
- 18 ...Allow adequate mailing time for your payment to reach us. If paying after the due date, please pay in the office to avoid possible disconnection of services.
- 19 ...Failure to receive bill does not void penalties for late payment and disconnection.
- 20 ...The UTILITY is not responsible for bills or payments lost in the mail. Any past balance is due immediately and is not subject to the due date shown on the bill.
- 21 ... All connection fees and other fees accessed by the UTILITY are non-refundable.
- 22 ...GCUD will provide material, labor and product as agreed upon by Customer. GCUD is not responsible for incidental damage to grass, sod, dirt, shrubs, etc. as some damage may occur to those items in the natural process of ingress to the building site and during the installation process. Customer shall be responsible for locating all underground utilities owned by the Customer- gas lines, water lines, sewer/septic systems, dog watch lines, etc. The homeowner will be responsible for the cost of all repairs to said items should damage occur.