



- 1 The customer agrees to abide by the MCWS Rules and Regulations governing water service which Rules and Regulations are incorporated in this Contract. A copy of these Rules and Regulations are available from the MCWS office. The MCWS Rules and Regulations may be amended from time to time, and all amendments shall become a part of this Contract at the time of their adoption.
- 2 The customer agrees to pay the MCWS rates and charges for water service as set forth in the MCWS Schedule of Fees and Charges.
- 3 Water service shall be provided only to the customer's primary residence or business at the service address in this contract. Customer shall not connect any other dwelling to the metered connection serving the customer's primary residence or business under this contract.
- 4 The customer agrees to install and maintain at customer's expense all pressure regulators, valves, service lines, backflow preventers and other devices past the MCWS meter. No pump may be installed on the customer's water service line without written permission from MCWS, and any pump installed must have a "low suction switch." 5-8-6 Cross-Connection Control Manual (CCCM).
- 5 The meter and related appurtenances serving the customer's service address shall remain the property of MCWS.
- 6 MCWS agrees to maintain a minimum pressure of 20 PSI at the meter location for the service address as required by the Tennessee Department of Environment and Conservation.
- 7 Water bills must be paid in accordance with the MCWS Rules and Regulations. MCWS bills for water service monthly. Water bills are mailed to the customer. MCWS cannot guarantee the delivery of its bills by the United States Postal Service. Customer's failure to receive a monthly bill does not relieve the customer from timely payment of the bill.
- 8 The customer agrees that MCWS shall not be liable for damages resulting from a failure to supply a sufficient quantity of water or a failure to supply water of any particular quality. MCWS makes no representation that its water supply will be sufficient for protection against fire damages to the customer's premises, and the customer agrees that the System shall not be liable for any damages to the customer's premises resulting from a lack of water for fire protection.
- 9 The customer agrees that the MCWS shall not be liable for any damages resulting from high pressure, low pressure or fluctuations in pressure in the MCWS water distribution system.
- 10 After the termination of water service, the customer agrees to pay all outstanding charges and costs under the MCWS Rules and Regulations including invoices, costs of repair of the District's meter or facilities, invoices for statements and late penalties, unpaid fees and charges, interest on all such obligations at the maximum legal rate, contingent fees to collection agencies with such contingency fee to be added and collected by the collection agency immediately upon default and referral of account to said collection agency and court costs and reasonable attorney fees in the event the System shall employ the service of an attorney to collect such outstanding amounts.