

**The following are updated and required Service Agreement terms that you hereby agree to in exchange for services provided by Gateway Utility Company, Inc. to you at your service address within our utility district. If you do not agree to these terms, let us know, and we will discontinue our service to you.**

You, our customer, agree to pay the following to receive services from Gateway Utility Company, Inc. ("Gateway"):

1. A one-time connection fee of \$100 you must pay before service begins.
2. A deposit of \$300 you must pay before service is turned on. Once the final bill is paid, you will receive this deposit back plus any interest it may have accrued within thirty (30) days that you discontinue service.
3. You must pay your monthly bill within 30 days from the last date of recorded water usage as posted on the bill.
4. Any late fees, interest, additional deposits, and costs of collection and enforcement only if you do not timely pay the monthly bill.

You further agree to the following:

5. You have read and agree to the terms of service outlined in the Application for Water Service & Water Turn-On Indemnity Release below.
6. If you do not pay the monthly bill on time, a late fee of 5% will be added. If you do not pay within forty-five (45) days, you will also pay a monthly penalty of \$25 until the bill is paid in full.
7. If your water is cut off, you will pay a \$100 fee to restore the account to regular monthly billing, and you must have \$300 paid on deposit before service is re-established.
8. If you do not pay the bill within sixty (60) days, your deposit will be forfeited, and its balance will be used to pay down your bill. Any remaining monies owed will be as a sworn account subject to all court costs, collection costs, post-judgment interest, and attorney fees should a lawsuit be filed and a judgment ordered to collect the amounts you have not paid. You waive notice, jurisdiction, and venue in such a lawsuit, which means: The lawsuit may be filed in any Tennessee court without any warning to you.

Application for Water Service. You are applying for water, sewer, and City of Franklin services. You agree to purchase same from Gateway Utility Company, Inc. ("Gateway"), subject to the following terms and conditions:

9. Gateway will provide water, sewer, and City of Franklin services to your household.
10. You will be listed as the one receiving the monthly bill, but all adult members of your household who benefit from the services at the service location agree to be jointly and severally liable for payment of services rendered to that service location. If any household member does not agree to be liable for the utility bill, they may contact Gateway to be excluded and an additional \$300 deposit will be required from you. Together, you and all adult household members living at the service location applied for are identified in this agreement as "Applicant".
11. Applicant agrees that Gateway may request and receive a copy of your lease agreement at any time from your landlord, if you are renting.
12. Applicant represents and warrants to Gateway that the information provided for service is true, correct, and complete in all material respects. Applicant acknowledges that any false or deliberately misleading information provided on this Application will be considered as an attempt to obtain services through fraudulent means and may constitute grounds for discontinuance of service at the service location.
13. Applicant will receive services subject to all terms and conditions set out in Gateway's rules, regulations, and tariffs now in force or hereafter supplemented or amended. Applicant shall make timely payment of all amounts and charges due on or before their due dates. Applicant understands and agrees that if Applicant's account becomes delinquent for failure to make timely payment of all amounts and charges due on or before their due dates, Gateway may stop providing services.
14. Applicant agrees to pay all reasonable attorney's fees, collection agency fees, and court costs incurred by Gateway to enforce the terms and conditions of this agreement and to recover any delinquent amounts or other indebtedness if (i) Applicant fails to comply with the terms and conditions of this agreement and (ii) Gateway commences legal action to enforce the terms and conditions of this agreement and obtains a judgment against Applicant. Applicant agrees to pay 1/3 of the moneys collected from a judgment as fair

and reasonable attorney's fees, but not less than \$500.00 per civil warrant or civil complaint as agreed-to attorney fees for the enforcement and collection of the utility bills unpaid and their related fines and costs.

15. Should a delinquency in payment for service to the service location occur, each adult member of the household at the time of the delinquency is responsible for the delinquency and indebted to Gateway for the delinquent amount.
16. Applicant agrees to maintain all water pipes and plumbing in or on the property in compliance with all plumbing specifications as required by the controlling homeowner's association, state laws, and/or any state, local, or municipal building or plumbing codes.
17. Applicant agrees to comply with and be bound by all the provisions of this agreement, and such rules, regulations, and tariff now in force or hereafter supplemented or amended as required by the State of Tennessee and federal law.
18. Applicant acknowledges that the terms of this agreement constitute a binding contract between the District and the Applicant, and the terms and provisions of this agreement are legally enforceable against the Applicant in accordance with its terms.
19. Applicant acknowledges that, if Applicant has earlier permitted notification by email that Gateway may provide notice of rate adjustments and other matters that require public notice to do so by email and further agrees that, should Applicant's email address change, it is his or her responsibility to inform Gateway of the change in email address.
20. Any applicant affirming that he/she/it is exempt from the Tennessee state sales tax hereby agrees to indemnify and hold Gateway harmless from any subsequent claims for sales taxes due or resulting penalties if the person or entity is deemed to owe sales tax for water, sewer, or any other service provided by Gateway. Further, if Gateway is required to remit tax payments on behalf of the applicant/account holder, he/she/it agrees to reimburse Gateway for any sales tax, penalties, attorney's fees, or any related cost, which may be deducted from any deposit or refund applicable to the account holder held by Gateway, 104 Eastpark Drive, Suite 322, Brentwood, TN 37027, 615-371-6614, [office@gatewayutility.org](mailto:office@gatewayutility.org).

Water Turn-On Indemnity Release. For and in consideration of having Gateway turning on the water, sewer, and City of Franklin services to the Premises when you are not present at the Premises, which is for your convenience, you hereby provide the following release and indemnity:

21. You represent and warrant to Gateway Utility Company, Inc. ("Gateway") that you are the owner or lawful tenant of the premises located at (hereinafter, "the Premises"). You acknowledge that Gateway's normal policy is to not turn on water, sewer, and City of Franklin services unless you are at the Premises at the time of turn-on. You acknowledge that this policy can avoid such damage as those caused when faucets, valves, or other uses of water in a premises are left on or faulty and the water runs while not properly supervised. Notwithstanding the foregoing, for your convenience you hereby request and authorize Gateway to turn on water, sewer, and City of Franklin services, both for initial service and turn-ons following a disconnection, even if there is no one at the Premises. You understand that you should turn off all faucets and valves, and confirm the proper operating condition of same, or turn off the main shut-off valve, and take other precautions necessary to avoid water damage when the water is turned on when no one is at the Premises.
22. For yourself and your heirs, executors, successor and assigns, you hereby to the fullest extent permitted at law and equity release and forever discharge Gateway and Gateway's commissioners, officers, employees and agents from any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water, sewer, and City of Franklin services when you are not at the Premises or when no one is at the Premises.
23. Further, for yourself and your heirs, executors, successor and assigns, you hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify Gateway and Gateway's commissioners, officers, employees and agents from and against any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water, sewer, and City of Franklin services when you are not at the Premises or when no one is at the Premises. (EP – December 22, 2023)