



## Revert to Owner Agreement

This agreement authorizes MVUD to automatically put service in a landlord's name in between tenants.

**Service Type** Residential or Commercial

**Commercial FEIN**

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**Account Number**

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## Applicant Information

**Applicant Name**

**Primary Phone Number**

**Email Address**

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**Service Address**

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## Co-Applicant Information (if applicable)

**Co-Applicant Name**

**Co-Applicant Phone**

**Co-Applicant Email**

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**Is mailing address different from service address**

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**Mailing Address**

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A connection fee of \$50.00 will be added to your first bill.

### Do you need a backflow?

The goal of the Mallory Valley Utility District is to supply safe water to each and every customer under all foreseeable circumstances. Each instance where water is used improperly so as to create the possibility of backflow due to cross connections threatens the health and safety of customers and chances of realizing this goal. The possibility of backflow due to improper use of water within the customer's premises is especially significant because such cross connections may easily result in the contamination of our water supply mains. Such situations may result in the public water system becoming a transmitter of diseased organisms, toxic materials, or other hazardous substances that may adversely affect large numbers of people. The only protection against such occurrences is the elimination of such cross connections or the isolation of such hazards from the water supply lines by properly installed

reduced pressure backflow preventer assemblies. The Mallory Valley Utility District must continue maintenance of a continuing program of cross connection control to systematically and effectively prevent the contamination or pollution of all potable water systems.

**If you have any of the following items a backflow device or air gap system may be required.**

1. Lawn irrigation systems
2. Residential fire protection systems (closed loop systems will require a double check valve minimum)
3. Pools, Saunas, Hot Tubs, Fountains
4. Auxiliary Intakes and Supplies-wells, cistern, ponds, streams, etc.
5. Home water treatment systems
6. Hobbies that require extensive amounts of toxic chemicals (taxidermy, metal plating, biodiesel, ethanol production, dark room, etc.)
7. Waterbed
8. Green House and/or a Solar System
9. Portable Dialysis Machine
10. Utility Sink with threaded faucet
11. Insecticide Sprayers
12. Wood burning hot water heater
13. Ghost pipes (unidentified)
14. Any other situations or conditions deemed a threat by the water system.

**If you have any of any of these items you must notify the District immediately. Please also note that it is required by the State of TN that backflow devices must tested annually. There is a \$60.00 charge, per device for this test.**

I have read and understand this statement.

**Signature**

**Date**

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## **MALLORY VALLEY UTILITY DISTRICT WATER SUPPLY CONTRACT**

This Contract is entered into by and between Mallory Valley Utility District of Williamson County, Tennessee, hereinafter called "DISTRICT" and

**Customer Name** \_\_\_\_\_

\_\_\_\_\_, who is the owner or lessee of premises known as

**Customer Address** \_\_\_\_\_

The owner or lessee is hereinafter called "CONSUMER".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as

1. The DISTRICT agrees to supply water to the CONSUMER in accordance with the DISTRICT'S rules and regulations governing water service, which may be amended from time to time.
2. The CONSUMER agrees to pay for water service at the rates approved by the DISTRICT from time to time.
3. The DISTRICT may experience water system breakdowns, drought, the interruption of water supply, sudden or unanticipated changes of pressure within its water system and other operational problems which can cause the temporary reduction or interruption of water service, changes in water pressure, changes in water quality and water rationing. Therefore, the DISTRICT cannot and does not guarantee the pressure, flow or quality of water to the CONSUMER. The CONSUMER agrees that the DISTRICT shall not be liable under any circumstances for any injury to persons or property arising whatsoever from the provision of water service to the CONSUMER.
4. The CONSUMER agrees that the water purchased pursuant to this Contract will be used only for the benefit of the persons residing at the designated premises and for no other property. Water service shall not be shifted or changed to serve any other property without the prior written permission of the DISTRICT.
5. At its sole expense the CONSUMER shall be responsible to install, operate and maintain all water distribution facilities located on his or her premises past the DISTRICT'S water meter.
6. If the CONSUMER starts to use water without first signing a Contract with the DISTRICT and the DISTRICT is unable to read the meter prior to water use, the CONSUMER agrees to pay any amount due for water service supplied to the premises from the time of the last reading of the meter preceding his or her occupancy or use of the premises as shown by the DISTRICT'S books and records.
7. Prior to obtaining water service, a connection fee will be paid by the CONSUMER in accordance with the District's rules and regulations. If no fees have been paid for the service connection required to obtain water service, then the CONSUMER shall pay all applicable tap, access fees, and other development fees in accordance with the District's rules and regulations. The District or approved contractor will install the water meter on the CONSUMER'S property as near to the public right of way as possible. The CONSUMER grants the DISTRICT a license to install, maintain and read the water meter on the CONSUMER'S property and shall upon the DISTRICT'S request convey a written easement to the DISTRICT granting the DISTRICT the right to install, maintain and read the meter on the CONSUMER'S property.
8. Meters will be read and bills rendered monthly unless the DISTRICT in its sole discretion decides to read the meter and/or render bills at another interval. The DISTRICT reserves the right to render a bill based on prior consumption in any given month and later adjust the charges based on a subsequent actual meter reading.
9. Payments for water service can be made by mail to the DISTRICT'S mailing address of P.O. Box 306056, Nashville, TN 37230, or in person at the DISTRICT office located at 465 Duke Drive, Franklin, Tennessee. For after hours service, a drop box is provided at the DISTRICT office. Methods of payment are as follows: cash, check, cashier's check, MasterCard, Visa and automatic bank draft of your checking account.
10. Failure to receive a bill will neither release the CONSUMER from his or her payment obligation nor will it entitle the CONSUMER to a billing discount.
11. Bills must be paid on or before the first (1st) day of the month to receive the net rate. The gross rate shall apply for payments made after the first (1st) day of each month. If the CONSUMER fails to pay for water by the twenty-fifth (25th) day of each month, water service may be terminated for non-payment. The CONSUMER will become liable to pay the expense of a service call for the reconnection of water service. The CONSUMER agrees to pay all expenses for the collection of unpaid bills and charges, including reasonable attorneys' fees and court costs, in the event legal action is commenced to collect the CONSUMER'S account. The consumer agrees and understands that any credit balance remaining on the consumer's account three months after the account is closed which is under \$5.00 will become the property of Mallory Valley Utility District. In addition, any credit balance remaining on the consumer's account after the account is closed which is more than \$5.00 will be held by the District for one year. After such time, if a credit balance of more than \$5.00 remains, then the District will remit the credit balance to the State of Tennessee Unclaimed Property Division.
12. In the event the CONSUMER pays the water bill by check or automatic bank draft and payment is returned by the bank to the DISTRICT for "Insufficient Funds", "Account Closed" or for any other reason, the CONSUMER shall pay the amount due

in a timely manner as determined by the DISTRICT and shall pay a \$20.00 returned item charge. If the DISTRICT receives three returned checks and/or automatic bank drafts on the CONSUMER, the CONSUMER will no longer be allowed to submit a check for payment or continue with automatic bank drafting. Instead, the CONSUMER shall pay all water and/or sewer bills by cash, credit card, money order or cashier's check.

13. In the event the DISTRICT determines a CONSUMER'S meter is defective, the amount of water used and billed will be determined by the DISTRICT by using a correct meter reading or readings during a corresponding period of similar service. If no corresponding period of similar service exists, the DISTRICT will estimate water usage using the best information available to it.
  14. The CONSUMER shall give the District at least two (2) days notice before canceling water service at the premises set forth in this Contract to allow the DISTRICT to read the meter for a final bill. If such notice is not given, the CONSUMER agrees to pay for water service until the DISTRICT reads the meter.
  15. In case of a leak or damage to the meter or pipes on the premises of the CONSUMER, water service may be discontinued until the CONSUMER makes the necessary repairs.
  16. if the CONSUMER:
    - A. Fails to pay the DISTRICT'S fees and charges for water service;
    - B. Violates the DISTRICT'S rules and regulations governing water service;
    - C. Violates any provision of this Contract;
    - D. Makes any illegal or unsafe use of water or water facilities; or
    - E. Makes any cross-connection, auxiliary intakes, bypass or inter-connections between the DISTRICT'S water source and any other water source;then the DISTRICT is authorized to terminate water service and remove its equipment from the premises.
  17. The CONSUMER hereby authorizes the DISTRICT'S agents and employees to enter the CONSUMER'S premises at all reasonable times for the purpose of inspecting water service components to confirm compliance with this Contract.
  18. If the CONSUMER is presently, or is in the future, connected to the City of Franklin sewer system or the City of Brentwood sewer system, the CONSUMER understands that the DISTRICT has agreed to terminate the CONSUMER'S water service for nonpayment of sewer charges for those two systems. Water service will be turned off at the request of Franklin or Brentwood until the CONSUMER has paid the appropriate charges to Franklin or Brentwood and has delivered to the DISTRICT signed documentation showing all charges have been paid. Any questions or disputes about the CONSUMER'S sewer bill shall be referred to and resolved by Franklin or Brentwood.
- I hereby agree to purchase water from the Mallory Valley Utility Dist. subject to the conditions of the Water Supply Contract.
  - I acknowledge that failure to receive a bill will not release me from payment obligation or possible penalties.
  - This application must be completed in full before service will begin.

**Signature**

**Date**

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## **CITY OF FRANKLIN - APPLICATION FOR SEWER**

Customers who will be receiving sewer service from the City of Franklin you are hereby making an application for sewer service from the City of Franklin. I agree that sewer service will be furnished in accordance with the City of Franklin's rules and regulations governing sewer service. I agree to pay for sewer service at the rates approved by the City of Franklin. I agree to pay the expenses of collection for any past-due account, including court costs, attorney fees and all other costs.

I authorize Mallory Valley Utility District or its agent to terminate my water service for nonpayment of the City of Franklin sewer bill. I understand that all questions and disputes regarding sewer service will be handled by the City of Franklin.

This Contract is entered into by and between City of Franklin Tennessee hereinafter called COF and

**Customer Name** \_\_\_\_\_

who is the owner or lessee of premises known as

**Customer Address** \_\_\_\_\_

The owner or lessee is hereinafter called "CONSUMER". This contract applies to CONSUMERS of water provided by Mallory Valley Utility District (MVUD or DISTRICT) and is provided sewer and other utility services by the COF. Utility services include, but are not limited to, sewer (wastewater), reclaimed water, solid waste (trash) and stormwater management.

1. The COF agrees to supply utility services to include sewer, trash & stormwater management services to the CONSUMER in accordance with the COF'S rules and regulations governing service, which may be amended from time to time.
2. The CONSUMER agrees to pay for service at the rates approved by the COF from time to time.
3. The Residential CONSUMER agrees and understands that residential customers will receive a bill from the COF for sewer, trash and stormwater management services. In certain cases, trash is provided as part of the HOA dues in multi residential developments and not billed to the sewer CONSUMER. Commercial CONSUMERS will be billed for services as follows: sewer will be billed to the water CONSUMER; commercial trash may be provided by a commercial vendor and is billed to the CONSUMER only if the CONSUMER obtains trash service from the COF; stormwater management is billed by parcel to the owner in accordance with the COF Municipal Code. Individual tenants may be responsible for these costs in accordance with the lease agreement.
4. All applicable sewer access fees, tap fees and connection fees will be paid by the CONSUMER in accordance with the COF's rules and regulations as set forth as part of the COF Municipal Code.
5. Meters will be read and water bills rendered in accordance with MVUD billing provisions. The COF shall issue bills monthly using the MVUD water consumption data.
6. The CONSUMER agrees to pay the COF for sewer service using water readings provided by the MVUD. Sewer charges shall not apply for water that is delivered and metered separately by the DISTRICT.
7. Payments for COF utility services can be made by mail to the COF'S mailing address of P.O.BOX 487, Franklin, TN 37065-0487, or in person at City Hall Suite 141 located at 109 3rd Ave S, Franklin, Tennessee. For afterhours service, a drop box is provided on 2nd Ave S. Other payment methods of payment are as follows: automatic bank draft of your checking account or using the online payment tool on the COF web site or using the interactive voice response (IVR) tool. The online web payment and IVR tool are with a third party and convenience fees apply. Acceptable forms of payment are cash, check, money order, or cashier's check. Credit/debit cards are acceptable using the online web payment option.
8. Failure to receive a bill will neither release the CONSUMER from his or her payment obligation nor will it entitle the CONSUMER to a billing discount.
9. Bills paid after the date due are subject to late fees in accordance with the COF Municipal Code. If the CONSUMER fails to pay for COF utility service by the next month's billing, water service may be terminated for non-payment. The CONSUMER will become liable to pay the expense of a MVUD service call for the reconnection of water service. Nonpayment of COF utility service accounts may result in the CONSUMER'S account being transferred to a collection agency. The CONSUMER agrees to pay all expenses for the collection of unpaid bills and charges, including reasonable attorneys' fees and court costs, in the event legal action is commenced to collect the CONSUMER'S account.
10. In the event the CONSUMER pays the water bill by check or automatic bank draft and payment is returned by the bank to the COF for "Insufficient Funds", "Account Closed" or for any other reason, the CONSUMER shall pay the amount due in a

timely manner as determined by the COF and shall pay a \$20.00 returned item charge. If the COF receives three returned checks and/or automatic bank drafts on the CONSUMER, the CONSUMER will no longer be allowed to submit a check for payment or continue with automatic bank drafting. Instead, the CONSUMER shall pay all utility service bills by cash, credit card, money order or cashier's check.

11. The COF may, in the absence of available water consumption readings from MVUD, estimate sewer usage using the best information available.
12. The CONSUMER shall give MVUD at least two (2) days' notice before canceling water service at the premises set forth in the MVUD Contract to allow the DISTRICT to read the meter for a final bill. This notice will be provided to the COF to discontinue utility service billing.
13. Leak adjustments for sewer may be allowed in accordance with COF business practice upon presentation by the CONSUMER that necessary repairs have been made to the water system and that MVUD has adjusted the water consumption in accordance with their leak adjustment practice.
14. If the CONSUMER:
  - A. Fails to pay the COF'S fees and charges for water service;
  - B. Violates the COF'S rules and regulations governing utility service;
  - C. Violates any provision of this Contract;
  - D. Makes any illegal or unsafe use of utility facilities; the COF authorizes the DISTRICT to terminate water service and remove its equipment from the premises.
15. The CONSUMER hereby authorizes the COF'S agents and employees to enter the CONSUMER'S premises at all reasonable times for the purpose of inspecting utility service components to confirm compliance with this Contract.
16. If the CONSUMER is presently, or is in the future, connected to the City of Franklin sewer system, the CONSUMER understands that the DISTRICT has agreed to terminate the CONSUMER'S water service for nonpayment of sewer charges for those two systems. Water service will be turned off at the request of Franklin until the CONSUMER has paid the appropriate charges to Franklin and has delivered to the DISTRICT signed documentation showing all charges have been paid. Any questions or disputes about the CONSUMER'S sewer bill shall referred to and resolved by Franklin.

**Signature**

**Date**

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