

**TOWN OF BELL BUCKLE
WATER SERVICES AGREEMENT**

This Agreement made and entered into this ____ day of _____, _____, by and between the TOWN OF BELL BUCKLE, TENNESSEE, (Town) and _____ and _____, (Customer).

WITNESSETH:

WHEREAS, Customer is the owner of real property located outside the municipal boundary of the Town, said *property address*: _____ ; and

WHEREAS, Customer is not a resident of the Town but desires to receive public water from the Town to serve Customer's real property even though Customer's real property is located outside of the municipal boundary of the Town; and

WHEREAS, Town is willing to make available its public water to the Customer according to the terms and conditions of this agreement, but no further or otherwise; and

WHEREAS, Customer's receipt of public water from Town shall be according to the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the service application fee and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subject to the terms of this agreement, Customer shall be entitled to receive public water from the Town upon compliance with all the terms and conditions of this agreement including, but not limited to, the payment of any charges for public water imposed by the Town upon Customer for the receipt of public water.
2. Customer shall not be entitled to receive any other municipal services of the Town on account of this agreement and shall have no other rights and privileges with respect to the Town except as set forth herein.
3. Customer shall be responsible and shall pay in advance for any and all costs and expenses of connecting Customer to the Town's municipal water system. Customer shall be responsible for taking any and all actions required by Town to connect to the Town's water system.
4. Customer and the real property of the Customer which receives water service shall be subject to, and Customer agrees to abide by, all of the statutes, laws, ordinances, rules, regulations and policies of the Town with respect to the Customer's use, occupancy and future development of Customer's real property including but not limited to any laws of general application of the State of Tennessee applicable to the Town, planning and zoning ordinances and resolutions, building codes, and the like. Failure of Customer to adhere to and abide by the foregoing shall result in immediate termination of water services by the Town to Customer.

5. This Agreement may not be assigned by Customer to any third party or person for water service to Customer's real property without the express prior written approval of the Town which approval may be withheld in the Town's sole discretion.

6. In the event Customer sells, leases or otherwise disposes of the real property receiving water service subject to this agreement, the right to receive Town water pursuant to this agreement shall immediately terminate and be of no further force and effect although the other terms of this agreement shall remain in full force and effect. In the event Customer sells, leases or otherwise disposes of the real property receiving water pursuant to this agreement, Customer shall notify Customer's successor in interest in the real property of this Agreement, shall furnish a copy of the Agreement to Customer's successor in interest and advise the successor in interest that the successor must apply for and be approved to receive water service from the Town before the successor will be eligible for water services.

7. Failure to abide by the terms and conditions of this Agreement shall result in the right of the Town to immediately terminate water service to Customer.

8. Notwithstanding the foregoing, the City upon one hundred eighty (180) days notice shall have the right to terminate water service to the Customer and to cancel the terms and conditions of this Agreement in City's sole discretion.

9. The Town shall have the right to terminate or otherwise cease providing water to Customer, without prior notice, in the event of an emergency or other circumstance requiring the Town, in its sole discretion, to discontinue providing water service to Customer in order to protect the health, safety and well being of the residents of the Town.

10. Failure of the Town to enforce any of the terms and conditions of this Agreement shall not be considered a waiver of the rights of the Town to enforce the other terms and conditions of the Agreement.

11. This agreement may not be assigned in whole or in part to any third party or person without the express written consent and approval of the Town.

12. This agreement shall be governed by the laws of the State of Tennessee and shall be deemed to have been made in Bell Buckle, Bedford County, Tennessee.

IN WITNESS WHEREOF, the parties have signed and entered into this agreement the day and date written above.

TOWN OF BELL BUCKLE, TENNESSEE

_____ Mayor _____ Town Recorder

CUSTOMER _____