

Gateway Utility Company, Inc.

Service Agreement Terms

I agree to pay the following fees to receive services from Gateway Utility Company, Inc.:

- A one-time connection fee of \$100 that I will pay before service begins.

- A deposit of \$300 that I will pay before service begins. I understand that once my final bill is paid, I will receive this deposit back plus any interest it may have accrued within thirty (30) days that I discontinue my service.

- My monthly bill within 30 days from the last date of recorded water usage as posted on my bill.

I further agree to the following:

- I have read and agree to the terms of service outlined in the Application for Water Service & Water Turn-On Indemnity Release below.

- If I do not pay my monthly bill within forty-five (45) days, I will further pay a monthly penalty of \$25 until the bill is paid in full. I will also pay an additional \$100 fee to restore my account to regular monthly billing.

- If I do not pay my bill within sixty (60) days, I will forfeit my deposit, pay all court costs, collection costs, post-judgment interest, and attorney fees should a lawsuit be filed, and a judgment be ordered to collect the amounts I have not paid. I waive notice, jurisdiction, and venue, which means: The lawsuit may be filed in any Tennessee court without any warning to me.

Application for Water Service

You, The Applicant/Co-Applicants (“Applicant”) hereby applies for water, sewer, and trash service and agrees to purchase same from Gateway Utility Company, Inc. (“GUCI”), subject to the following terms and conditions:

a) Applicant represents and warrants to GUCI, 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 water, sewer, and trash service through fraudulent means and may constitute grounds for discontinuance of Applicant's service at the service location address designated above.

b) No application for water, sewer, and trash service will be approved and no service shall be supplied to any applicant or customer if the applicant or the customer is delinquent or indebted to GUCI or if any member of an applicant's household is indebted to GUCI and such indebtedness was incurred while that person and the Applicant were members of the same household. This applies whether the delinquency or indebtedness is incurred at the property address for which this application is made or at any other premises or property. If Applicant fails to disclose to GUCI Applicant's prior indebtedness or the indebtedness of a member of Applicant's household and GUCI provides water, sewer, and trash service, GUCI may discontinue water, sewer, and trash service after providing the Applicant with notice of the discovery of the indebtedness and providing Applicant a reasonable period to pay the outstanding debt.

c) Applicant will purchase water, sewer, and trash from GUCI to be supplied to the service location address designated above, subject to all terms and conditions set out in GUCI'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, GUCI may discontinue water, sewer, and trash service.

d) Applicant agrees to reimburse GUCI for all reasonable attorney's fees, collection agency fees, and court costs incurred by GUCI 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) GUCI commences legal action to enforce the terms and conditions of this agreement and obtains a judgment against Applicant. The court rendering the judgment shall determine the amount of the attorney's fees not to be less than 1/3 of the judgment amount, calculated before attorney fees are added.

e) GUCI is providing water, sewer, and trash service to Applicant's household. Applicant and all adult members of Applicant's household who benefit from the provision of water, sewer, and trash service to the service location address designated above are jointly and severally liable for payment of services rendered to that service location. 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 GUCI for the delinquent amount and GUCI may deny any future application or request for water, sewer, and trash service to any service location by any of those persons until the indebtedness is paid.

f) Any Co-Applicant who vacates the service location and desires to avoid liability for future amounts under this Agreement, shall notify GUCI in his or her action. The Co-Applicant shall not be liable for charges for service rendered to the service location after GUCI's receipt of the Co-Applicant's notice. If notice is provided by telephone, the burden of proof shall be on the Co-Applicant to prove that notice was given if a dispute arises.

g) 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.

h) 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.

i) By signing this agreement, the 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.

j) Applicant acknowledges that, if Applicant has checked "Yes" to receiving all notices by email in lieu of notice by mail or newspaper publication, Applicant consents to GUCI providing notice of rate adjustments and other matters that require public notice by email to the stated address in lieu of notice by mail or publication and further agrees that, should applicant's email address change, it is his or her responsibility to inform GUCI of the change in email address.

k) Applicant acknowledges that as a utility customer in the State of Tennessee, Applicant has certain rights and obligations. In further protection of their rights, Applicant further acknowledges that they know they can go to <https://www.tn.gov/tpuc/utility-complaint-resources.html> and contact:

TN Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
(800) 342-8359
615-741-2904
contact.tpuc@tn.gov.

l) Any applicant affirming that he/she/it is exempt from the Tennessee state sales tax hereby agrees to indemnify and hold GUCI 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, and trash service or any other service provided by GUCI. Further, if GUCI is required to remit tax payments on behalf of the applicant/account holder, he/she/it agrees to reimburse GUCI 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 GUCI, 104 Eastpark Drive, Suite 300, Brentwood, TN 37027, 615-371-6614, gatewayutilityco@gmail.com.

Water Turn-On Indemnity Release

I represent and warrant to Gateway Utility Company, Inc. ("GUCI") that I am the owner or lawful tenant of the premises located at (hereinafter, "the Premises"). I acknowledge that GUCI's normal policy is to not turn on water, sewer, and trash service unless I am at the Premises at the time of turn-on. I acknowledge that this policy can avoid such damages 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 my convenience I hereby request and authorize GUCI to turn on water, sewer, and trash service, both for initial service and turn-ons following a disconnection, even if there is no one at the Premises. I understand that I 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.

For and in consideration of having GUCI turning on the water, sewer, and trash service to the Premises when I am not present at the Premises, which is for my convenience, I hereby provide the following release and indemnity:

1. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity release and forever discharge GUCI and GUCI'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 trash service to the Premises when I am not at the Premises or when no one is at the Premises.

2. Further, for myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify GUCI and GUCI'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 trash service to the Premises when I am not at the Premises or when no one is at the Premises.