



PO Box 10127, Birmingham, AL 35202

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\*\*\*\*\*WATER / WASTE WATER SERVICE APPLICATION\*\*\*\*\*

\*\*\*\*\*READ THIS APPLICATION IN ITS ENTIRETY BEFORE SIGNING\*\*\*\*\*

\*\*\*\*\*THIS APPLICATION WILL BECOME A BINDING CONTRACT UPON ACCEPTANCE BY THE UTILITY\*\*\*\*\*

I, we, the undersigned ("Consumer") hereby request water/waste water service from Integra Water, LLC or its subsidiaries ("Utility") at the Service Address and for the use stated below and none other. Consumer agrees to promptly pay the application fees, service fees, late fees, and all other charges and fees the Utility ("Charges") at Utility's standard rates as set by Utility, now or at any future time, and to comply with Utility's rules, regulations and policies, as modified from time to time by Utility ("Rules"). Utility's obligation to provide water/waste water service is subject to (i) Utility's acceptance of this Application and (ii) the provisions of any water or sewer license, franchise, easement, right-of-way or other agreements that may exist between Utility and any governmental authority or other person. Utility shall have exclusive right to furnish such service(s) to the Service Address. Consumer will read and comply with the **Water & Waste Water Policy Manual** available at [www.integrawater.com](http://www.integrawater.com) or upon request from Utility by calling the number shown above. The signed Application, and a copy of Consumer's valid Driver's License, must be submitted to Utility at the address set forth above. Consumer further agrees that:

- (1) Utility retains title to and has the sole right to use all meters, connections and other property furnished by it and may remove them at anytime; and
- (2) Consumer is responsible for the safekeeping of all property of Utility at the Service Address; and
- (3) Consumer consents to Consumer's water provider releasing to Utility, water consumption at the Service Address for exact calculation of sewer services (if applicable);
- (4) Consumer grants and guarantees free right of access by Utility employees, agents, and contractors to meters, connections and other property of Utility at the Service Address without obstruction (e.g., shrubs, decks, porches, vehicles, animals, fences, etc., or human intervention); and
- (5) Consumer will keep the service line, all other piping, all plumbing fixtures and fittings and all appliances at the Service Address (not including meters maintained by the Utility) in good and safe operating condition, first notifying the Utility prior to having repairs made to the service line, and will report immediately to the Utility any leaks discovered; and
- (6) Consumer **will not connect supplementary water or sewer service** to a new or existing meter or connection on Utility's system. Consumer agrees that a separate tap with associated Charges will be required for each building or structure at the Service Address; and
- (7) Consumer will notify Utility within 10 days prior to vacating the Service Address or service discontinuance for any reason; and
- (8) Consumer will install, at Consumer's expense and pursuant to Utility specifications, the service line from Utility's distribution system to the point of use at the Service Address. Consumer is responsible for obtaining correct specifications from Utility for service lines. Utility has the sole right to determine the location of the service line's connection to the Utility's distribution system. Utility will not refund any payments made by Consumer for extension of water or waste water distribution lines to the property line of the Service Address unless required under a separate agreement with Utility; and
- (9) Consumer agrees that Utility may install or cause to be installed a cut-off valve on the water service line at the Service Address, and that upon a Default, Utility has the absolute right 10 days after mailing notice to the Service Address to stop water and waste water service to the Service Address by use of the cut-off valve. Utility has the right to do so without notice in the event of an emergency or if damage to Utility's system or plant is likely to occur or Utility is otherwise likely to incur liability. **Use of the cut-off valve to terminate waste water service will also result in the termination of water service, but Consumer must continue to pay the minimum fee for water service if required by the water service provider.**
- (10) **Discontinuance of Service:** Consumer understands and agrees that:
  - a.) 10 days after mailing written notice to the Service Address (or in the event of an emergency without notice or if damage to Utility's system or plant is likely to occur or Utility is otherwise likely to incur liability, Utility can cut off water and waste water service to the Service Address if Consumer fails to pay any Charges, fails to comply with any of the Regulations or fails to comply with any provision of this Contract (a "Default");
  - b.) Consumer must pay an additional delinquent processing fee to reinstate service, and if reinstatement of service occurs after hours, Consumer must pay an additional after-hours charge; and
  - c.) Consumer must pay all Charges in full before service will be reinstated; and
  - d.) Utility employees or contracted agents are not allowed to collect payments in the field without special authorization from management; and
  - e.) Utility employees and contracted agents **MUST** disconnect all accounts that are delinquent.
- (11) Consumer will pay a late fee equal to 10% of any Charges that remain unpaid following the delinquent date shown on the utility bill. Consumer will pay or reimburse Utility for all costs and expenses, including, but not limited to, reasonable attorney's fee, collection fees, and interest, incurred by the Utility in collecting or attempting to collect any Charges or other sum due from Consumer to Utility; and Consumer waives all rights of exemption as to personal property under the constitution and laws of this state or any other state; and
- (12) Septage Haulers contributing to any of the Utility's WWT Plants must sign this plus an additional agreement; and
- (13) **Consumer does and hereby release and forever discharge, and hereby agrees to indemnify, defend and hold harmless, Utility, its members, managers, employees, contractors, successors and assigns (collectively, the "Indemnified Parties"), from all loss, claim, damage and expense to property, person or otherwise and of every nature (including attorney's fees) arising out of or relating to the provision of service to the Service Address by Utility, including any loss, claim, damage or expense arising out of a breach by Consumer of any provision of this Contract, except to the extent caused by the sole negligence or willful misconduct of Utility. In addition, Consumer does hereby releases and forever discharge the Indemnified Parties from all loss, claim, damage and expense to property, person or otherwise and of every kind arising from any service interruptions or other conditions or occurrences arising from or relating to use of the cut-off valve, water or waste water line breaks or blockages, tampering, failures of the Utility system, acts of God, fire, earthquake, flood, explosion, war or hostilities, any act of terrorism or belligerence, riot, public disorder, expropriation, requisition, confiscation or nationalization, rationing or allocation (whether imposed by law, decree, regulation or industry insistence), restraint by order of court or governmental authority, inability to obtain necessary approvals from any governmental authority, epidemic, quarantine, strikes or combination of workmen, labor disturbances, failure or breakdown of facilities and/or equipment (whether or not resulting from any cause listed above), changes in laws or regulations, termination or restriction of rights under any license, franchise, easement, right-of-way or other agreement for any cause whatsoever or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of Utility (each a "Force Majeure Event"). Utility's failure to perform or delay in performing any of its obligations under this Contract as a result of a Force Majeure Event shall not be a breach of this Contract.**

Signature Applicant #1: \_\_\_\_\_

Date: \_\_\_\_\_

Signature Applicant #2: \_\_\_\_\_

Date: \_\_\_\_\_

UTILITY SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_



\*Applicant Name #1: \_\_\_\_\_

Applicant Employer #1: \_\_\_\_\_

\*Applicant Name #2: \_\_\_\_\_

Applicant Employer #2: \_\_\_\_\_

Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_ Developer: \_\_\_\_\_ Landlord: \_\_\_\_\_

Information Applicant #1                      Information Applicant #2

Rental Company: \_\_\_\_\_

DL #: \_\_\_\_\_

\* \_\_\_\_\_ : \_\_\_\_\_

SS #: \_\_\_\_\_

\*Service Address: \_\_\_\_\_

Work #: \_\_\_\_\_

(Builder / Commercial Only)

Federal Tax ID #: \_\_\_\_\_

\*Cell #: \_\_\_\_\_

Providing cell # is granting permission to Integra Water to use the cell # for all contact purposes.

*Integra Water, LLC will not disclose any personal information about you to a third party vendor unless for debt collection or compelled to do so by law. Valid US Driver's License or Approved Picture ID and A Social Security Number or Federal Tax ID # is **Requested**.*

DOB: \_\_\_\_\_

\*E-Mail #1: \_\_\_\_\_

\*E-Mail #2: \_\_\_\_\_

Use: Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Would you like to participate in our free bank draft payment plan?  
Have you previously had service on our Water / Waste Water System?

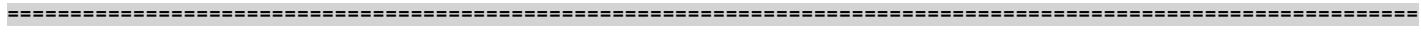
( ) Yes ( ) No  
( ) Yes ( ) No

DATE TO START NEW SERVICE: \_\_\_\_\_

IF TRANSFER: DATE TO STOP SERVICE: \_\_\_\_\_

ADDRESS TRANSFERRING FROM: \_\_\_\_\_

Customer # \_\_\_\_\_



Rates and Miscellaneous Charges are Subject to Change  
\*\*\*\*\*Read This Contract in Its Entirety Before Signing\*\*\*\*\*