

**BUILDER APPLICATION**



**CUSTOMER #:** \_\_\_\_\_

Po Box 10127, Birmingham, AL 35202

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

Toll Free: 877-511-2911 Email: [ECochran@IntegraWater.com](mailto:ECochran@IntegraWater.com)

\*\*\*\*\***WATER/WASTEWATER SERVICE APPLICATION**\*\*\*\*\* **LOT #:** \_\_\_\_\_ **PHASE:** \_\_\_\_\_

\*\*\*\*\***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/wastewater 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, deposits, late fees, after-hours fees, processing fees, and all other charges and fees of 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/wastewater 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 & Wastewater Policy Manual** available at [www.integrawater.com](http://www.integrawater.com) or upon request from Utility at the address shown above. The signed application and applicable Charges 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 any time; 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 wastewater services.
- (4) Consumer grants and guarantees free right of access by Utility employees, agents, and contractors to meters.
- (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 ten (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 wastewater 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 ten (10) days after mailing notice to the Service Address to stop water and wastewater 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 wastewater 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. Ten (10) days after mailing written notice to the Service Address (or immediately and 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), Utility can cut off water and wastewater 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"); and
  - 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 call out fee; 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; and
  - f. Consumer must pay any unpaid Charges promptly at time service is discontinued; and
- (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) **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 provisions of this Contract, except to the extent caused by the sole negligence or willful misconduct of Utility. Ina addition, the Consumer does hereby releases and forever discharged 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 wastewater 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 caused 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 because of a Force Majeure Event shall not be a breach of this contract.**

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

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

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

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

**Service Address Information:**

Use (please check one):

Residential:

Commercial:

Industrial:

Request for Availability Letter: \_\_\_\_\_ Service Address: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Phase: \_\_\_\_\_

**Builder Information:**

Name of Company: \_\_\_\_\_ Billing Address: \_\_\_\_\_

AP Email: \_\_\_\_\_

Permit Coordinator: \_\_\_\_\_ Email: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Email: \_\_\_\_\_

Superintendent's Phone #: \_\_\_\_\_

**Fee Schedule for 2022**

TAP FEE	\$3500.00
APPLICATION FEE	\$45.00
TOTAL CHARGES DUE	\$3545.00

**\*Application & Tap fees are Non-refundable and are due with the submittal of the Application.**

**Availability Letters:**

Upon Receipt of this application, payment of all fees, and an availability inspection the Availability letter will be emailed to the listed Permit Coordinator and Superintendent.

Please allow 5-7 business days for the inspection to be completed.

**Final Inspection Letters:**

**\*\*You are required to visit & inspect the property prior to scheduling the final approval inspection – Inspections that do not pass the final inspection will be assessed a \$100 inspection fail fee for each failure\*\***

**\*\*You are responsible to notify our office of any change to physical/service address or lot changes PRIOR to Final inspection with the County.\*\***

Final Inspection Requests **MUST** be Emailed to [ECochran@IntegraWater.com](mailto:ECochran@IntegraWater.com) and **MUST** contain the following information:  
**Subdivision Name, Lot #, Phase #, and Service Address.**

**Inspections called in directly to the operator will NOT be scheduled.**

Please allow 5-7 business days for the inspection to be completed.

**\*\*\*We will NOT send in availability letters and final inspections for you. It will be your responsibility to present them when picking up or applying for permits from the County.\*\*\***

**\*\*BUILDER ACCOUNTS WILL NOT BE FINALIZED WITHOUT AN APPLICATION FROM THE NEW HOMEOWNER\*\***

Rates and Miscellaneous Charges are Subject to Change

**\*\*\*\*\*Read This Contract in Its Entirety Before Signing\*\*\*\*\***