



# APPLICATION FOR UTILITY SERVICE

ERWIN UTILITIES  
244 LOVE STREET, ERWIN, TN 37650

The undersigned (hereinafter referred to as the "Applicant") hereby makes application for electric, water, and/or wastewater service at the below stated location (hereinafter referred to as the "Premises") and agrees to pay for said service(s) as measured by the meter (s) of Erwin Utilities (hereinafter referred to as the "Distributor") and according to the then current applicable rate(s) of the Distributor. The Applicant agrees to permit authorized agents of the Distributor free and unrestricted access to the Premises for the purpose of installing, inspecting, reading, repairing, and/or removing property of the Distributor and for the purpose of inspecting the area around which the property of the Distributor is located.

The Distributor shall have the right, but shall not be obligated, to inspect any installation, site and area of such installation, and any devices and appliances within the site and area of such installation, which the Distributor, in its sole and absolute discretion, may so choose, prior to the introduction of electric, water, and/or wastewater service, or at any later time; and, the Distributor further reserves the right to reject the application and not introduce any electric, water, and/or wastewater service(s) should the installation, site and area of such installation, or any devices and appliances within the site and area of such installation, not be in accordance with the standards of the Distributor or any other recognized authority; however, such inspection or failure to inspect or reject, and/or such introduction, or failure to permit introduction of electric, water, and/or wastewater service(s), shall not constitute and shall not be interpreted as constituting an acceptance, approval, guarantee, and/or warranty with respect to the installation, site and area of such installation, or any devices and appliances within the site and area of such installation, and shall not render the Distributor liable or responsible to the Applicant or anyone else for any damages, losses, injuries, and death resulting from any defects with respect to the installation, site and area of such installation, or any devices and appliances within the site and area of such installation or resulting from the violation of the Rules, Regulations, and Policies of the Distributor.

The Applicant shall indemnify and hold harmless the Distributor and its employees, agents, representatives, officers, commissioners, and assigns from any and all payments, losses, damages, claims, attorney fees, expert witness fees, Court Reporter fees, and cost and expenses incurred by the Distributor and/or its employees, agents, representatives, officers, commissioners, and assigns, as a result of any and all claims, actions, causes of action and lawsuits, whether at law, in equity or otherwise, which are based upon property damage, nuisance, personal injuries and/or death, which was or is alleged to have resulted from acts or inaction of the Applicant, and/or his/hers/its employees, agents, representatives, officers, directors, and contractors, independent or otherwise, pertaining to and/or involving the electric, water and/or wastewater service(s) provided by the Distributor to the Premises. Such acts or inaction on the part of the Applicant and/or his/her/its employees, agents, representatives, officers, directors, and contractors, independent or otherwise, shall include, but not be limited to, the operation, maintenance, repair or replacement of private electrical wiring and equipment, private service lines, low pressure pump systems, drain lines, or other appurtenances that may be the subject of certain relevant provisions of the electric, water, and/or wastewater system ordinances and policies of the Distributor.

The Applicant acknowledges a monthly fee shall be applied to all wastewater users who engage in commercial food preparation at the site at which service will be provided. The monthly fee covers the inspection of grease traps and interceptors and other specialty appurtenances preventing the discharge of prohibited fats, oils, and grease into the wastewater system.

The Applicant acknowledges a monthly fee shall be applied per backflow preventer present at the site of service. A backflow preventer is a device that may be installed at the site of service to mitigate the risk of public water system contamination as a result of a cross connection on the Applicant's property. The monthly fee covers the inspection and testing of the private backflow preventer devices installed on the Applicant's property. Any repairs or replacement of any backflow preventer devices(s) shall be at the expense of the customer.

The Applicant agrees that this Application For Utility Service is subject to the Rules, Regulations, and Customer Service Policies of the Distributor, copies of which are open for inspection at the office of the Distributor, and that these Rules, Regulations, and Policies are a part of the agreements contained within this Application For Utility Service. The Distributor utilizes an opt-out Round Up program to round the Applicant's monthly bill to the next whole dollar in compliance with the applicable laws and regulations of the State of Tennessee. The Applicant may opt out of the Round Up program at any time by notifying Distributor's Customer Service office in person or by phone or email. The Applicant acknowledges that the Distributor may contact the Applicant by means provided to the Distributor by the Applicant including mail, telephone, and email.

**Customer Name:**

**Account:**

**IVC SO#:**

**Needed by:**

**Service Map Location:**

**Service Order General Comments:**

LOCATION INFORMATION:	
Service	Service Order Type Desc

Signed: \_\_\_\_\_

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