

APPLICATION FOR SERVICE

REVISED OCTOBER 2018



Customer number _____ Date needed _____

____ (initial) I agree that FPU can perform a credit check on my individual credit performance through a reputable credit reporting agency to determine the applicability of FPU's security deposit and I further agree to pay the applicable fee charged by FPU for said credit check. **Deposits will be reviewed periodically and may be adjusted as necessary in order to comply with current deposit policy.**

____ (initial) In accordance with FPU's Red Flag Policy, I understand that FPU can only discuss my account with me and others listed on my account.

____ (initial) Acceptance of services provided by FPU shall constitute consideration for and acceptance of the terms of this agreement.

STATEMENT OF NONDISCRIMINATION

Fayetteville Public Utilities is the recipient of Federal financial assistance from the Rural Utilities Service, an agency of the U.S. Department of Agriculture, and is subject to the provision of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and the rules and regulations of the U.S. Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture's policy, this organization is prohibited from discriminating on the basis of race, color, national origin, age or disability.

To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call (202) 720-5964 (voice telecommunications device for the deaf). Both USDA and the Fayetteville Public Utilities are equal opportunity providers and employers. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible.

_____ **RESIDENTIAL SERVICE** _____ **GENERAL SERVICE**

Applicant Name (printed) _____

Service Address _____

Mailing Address _____

Email Address _____ Phone Number _____

I have read and agree with the statements on the back of this Application for Service.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Received by _____ Date _____

The undersigned hereby makes application for utility and/or telecommunications service(s) provided by Fayetteville Public Utilities (FPU) and agrees to pay for said utility and/or telecommunications service(s) as measured by the FPU's meter and billed according to applicable utility and/or telecommunications rates. Payment for utility and/or telecommunications service(s) shall be made in accordance with standard billing and collecting procedures of FPU.

The applicant agrees that this application and the utility and/or telecommunications service(s) rendered here under are subject to the FPU's schedule of rules and regulations and further agrees that the FPU's rules and regulations are part of this application for utility and/or telecommunications service(s). Said rules and regulations are open for inspection at the office of FPU. The applicant also agrees that if it becomes necessary for FPU to commence legal proceedings to recover payment for utility and/or telecommunications service(s) or equipment, applicant is liable for all expenses incurred including, but not limited to, collection expense, attorney's fees, court cost, and cost of equipment. Applicant is aware that theft of utility and/or telecommunications service(s) and/or equipment, or destruction or theft thereof, may subject the customer to civil and/or criminal liabilities. The venue for any dispute between the parties shall be the Court System of Lincoln County, Tennessee and applicant agrees to waive trial by jury.

The applicant agrees that (1) FPU shall retain title to all meters and other property furnished by them; (2) The applicant shall be responsible for the safekeeping of all property of FPU on the premises herein mentioned; (3) The applicant grants right of ingress and egress by FPU employees to service FPU property located on said premises; (4) Applicant further agrees to notify FPU three days before vacating said premises or discontinuing service for any reason; and (5) FPU shall have the right to discontinue service without further notice in case of applicant's failure to comply with this agreement or any part thereof or failure to make payment as set out above.

Applicant/customer agrees to pay or make satisfactory arrangements to pay all outstanding amounts due to FPU before any services will be connected and further agrees to the discontinuance of any service being provided upon the failure of applicant/customer to pay any sum due and owing to FPU arising from the provision of any service or from damages caused to any FPU property.

Applicable utility and/or telecommunications rates and statement of nondiscrimination are available at the FPU's administrative office. Applicant agrees that the premises covered by this application will be wired or plumbed in accordance with the specifications and regulations enacted by FPU, the City of Fayetteville, and the State of Tennessee.

The applicant consents that FPU can use the listed email to communicate about account status, power outages, peak demand, energy efficiency programs and events. Except as required for conducting satisfaction surveys and polling related to FPU's business, FPU shall not share member emails with any third party or cause such addresses to be used for unauthorized solicitation and communication.