

***AGREEMENT FOR WATER LEAK RELIEF SERVICE***

**THIS AGREEMENT** is entered into this 1st day of February, 2020 (the “Effective Date”), by and between:

**Water Leak Relief, LLC**, with its principal mailing address at 231 E. First Street Suite 102 Crossville, Tennessee 38555 hereinafter referred to as (“Servicer”)

and

**City of Crossville (Water/Sewer Utility)**, with its principal mailing address at 392 N Main St, Crossville, Tennessee 38555 hereinafter referred to as (“Utility”).

WITNESSETH:

**WHEREAS**, Utility is organized and established pursuant to the laws of the State of Tennessee for the purposes of operating a public water/sewer supply and distribution system; and

**WHEREAS**, Servicer is a Tennessee Limited Liability Company; and

**WHEREAS**, Utility experiences a certain amount of revenue losses on customers water/sewer accounts each year as a result of leaks and desires to decrease the economic loss in order to more efficiently service their customers; and

**WHEREAS**, Servicer is in the business of providing service agreements to each individual utility customer for the purposes of paying unexpected high water/sewer bills that result from leaks; and

**WHEREAS**, the parties have determined that it is mutually beneficial to enter into this agreement in order to guarantee utility customers certain optional protections at a set low rate during the term of this agreement; and

**WHEREAS**, by Resolution enacted on the 12th day of December, 2019, the Crossville City Council approved this contract and likewise approved the execution of this contract by the Mayor of the City of Crossville.

**NOW THEREFORE**, in consideration of the foregoing and mutual agreements hereinafter set forth:

A. SERVICER AGREES

1. During the term of this contract, Servicer agrees to provide service contracts to the utility’s customers to protect against certain unexpected water/sewer losses as is further set out in the terms and conditions of the individual service contracts and herein in Section E.

2. Servicer agrees that in cooperation with the utility to service and investigate all claims made by the utility's customers as a result of an unexpected water/sewer loss. Further, Servicer will provide a toll free number in which the utility customers may call in order to make a claim, opt out of the service agreement, or opt into other available Water Leak Relief services.
3. Servicer agrees to pay the difference between the utility customers' average monthly water bill, based on the last 12 months, and the qualifying water leak bill amount, up to the customer's service limit amount as a result of an unexpected water loss during the terms of this contract.
4. Servicer agrees to pay the difference between the utility customers' average monthly sewer bill, based on the last 12 months, and the qualifying sewer leak bill amount, up to the customer's service limit amount as a result of an unexpected sewer loss during the terms of this contract.
5. Servicer agrees to use the utility's current water loss policy as the standard for investigating claims.
6. Servicer agrees to allow any customer of the utility to opt out of the service at any time during the term of this contract and will notify the utility within 5 business days to allow for billing adjustment.

**B. UTILITY/CITY AGREES**

1. Utility agrees to furnish the Servicer all of the water loss data and average monthly bills of each utility customer for the past 12 months within 5 business days of such request.
2. Utility agrees to auto enroll all individual customer account into the water/sewer leak relief service at the rate as is set out herein.
3. The Utility agrees to administer such accounts and, during the Utility's regular and periodic billing procedure, to cause to be billed and collected from each water consumer under such account as an added and designated item on the water service bill; the water leak relief service contract charges for the indicated service limit of such consumer.
4. The utility agrees to render to the Servicer such regular monthly reports as to gross billing as it relates to the Water Leak Relief Service Charges per customer type. Such monthly reports shall be rendered on the 5<sup>th</sup> day of the following month. At the time of rendering such monthly report, the utility shall render a statement of account between the city and the servicer evidencing the monthly water leak relief service agreement funds per customer type minus the utilities administrative fee. Payment of any balance payable under the statement of account shall be made within ten (10) days of the rendering of the statement

of account. The Utility agrees to pay per customer enrolled in the program regardless of whether the account was collected. The Utility shall maintain the right to remove a customer from the service for non-payment.

5. Utility agrees to cooperate with Servicer to investigate and determine qualifying loss claims made by utility customers. Further, Utility agrees to provide meter readings to Servicer within 5 business days of such request.
6. Utility agrees to distribute Servicers marketing and informational materials along with their customary monthly billing information.

C. SERVICE FEES AND LIMITS

1. The Utility agrees to auto enroll all water/sewer customers in the Water/Sewer Leak Relief Service at the rate of \$1.35 for residential customers, \$4.70 for single occupancy commercial customers, and \$9.45 for multiple occupancy commercial customers, plus the utility's administrative fee of \$\_\_\_\_.
2. Servicer agrees to provide a service limit of up to \$2,500 per customer account subject to the terms and conditions set out herein in Section E.

D. TERM

1. This agreement shall begin on the "effective date" the 1st day of February, 2020 and shall continue for a period of 24 months until the 31st, day of January, 2022.
2. The initial water/sewer leak relief service rate and service limit shall remain in effect and shall not change during the initial term of this agreement unless mutually agreed upon by both parties in writing.
3. The parties may agree to renew this agreement for an additional two-year period upon mutual written agreement of the water/sewer leak relief service rate and service limit during the additional term.

E. TERMS AND CONDITIONS OF SERVICE

See EXHIBIT A of this contract for terms and conditions of service.

F. GENERAL TERMS

1. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this

Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

2. This Agreement sets forth and establishes the entire understanding between the Utility and the Servicer concerning the relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement, may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.
3. This Agreement will be binding on the parties and their successors, heirs and personal representatives.
4. This Agreement will become effective upon its execution.
5. This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee.
6. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
7. This agreement may not be assigned to a third party without the written consent of both parties.
8. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail to the address of the parties as set out above.
9. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

**WATER LEAK RELIEF  
(SERVICER)**

By: \_\_\_\_\_

Josh Stone,  
Vice-President

Dated: \_\_\_\_\_

**CITY OF CROSSVILLE**

By: \_\_\_\_\_

James Mayberry  
Its: Mayor

Dated: \_\_\_\_\_

# EXHIBIT A

## CITY OF CROSSVILLE Water Leak Relief Terms and Conditions

### **YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT.**

Water Leak Relief, LLC (“Administrator”) is the entity that will administer the service under this Service Agreement. You may contact Administrator by mail at 231 East First Street, Suite 102, Crossville, Tennessee 38555 or by calling the toll-free number 1-(885)-426-7655. The obligations of the program provider are guaranteed under an insurance policy with Plateau Casualty Insurance Company (“PCIC”), 2701 N. Main Street, Crossville, TN 38555 and Phone: 1-(800) 752-8328.

**What Is Covered:** Administrator will arrange and pay for excess water charges resulting from a plumbing leak, for which You have sole responsibility, that supports Your residence.

#### **To Qualify:**

1. The leak must meet the utility’s current leak policy, occur on the customers side of the meter, must be accidental in nature, must be repaired within a period of five days from discovery with proof of repair to the utility.
2. To be eligible to receive a benefit claim, the customer’s water/sewer bill amount must be 1 (one) times (200%) the customer’s normal monthly water/sewer bill. Normal monthly water/sewer bill means the average dollar amount of the twelve (12) previous months’ bills. A customer may only receive two (2) benefit claims during any twelve (12) month period. Benefit claims will be made for up to two months for a single leak occurrence.
3. If a customer was notified by the utility of a leak and did not make the needed repairs within five (5) days, no benefit claim will be granted.

**Benefit Calculation:** Administrator will take the amount of Your current water/sewer bill with the leak and subtract the average of Your last twelve (12) water/sewer bills. The Utility will be paid the difference up to Your benefit limit.

Example. Your water/sewer bill with the leak is \$500.00. Your water/sewer bills average \$95.00 for the last twelve (12) months. You will pay the utility \$95.00 and Administrator will pay the utility \$405.00.

**Benefit Limit:** The maximum benefit limit is \$2,500 per leak occurrence. Any charges beyond Your benefit limit are Your responsibility.

**What Is Not Covered:** This Service Agreement will not cover any of the following:

1. Any cost associated with repairing Your Water/Sewer Service Line;
2. Customers with multiple living units on a single meter such as a campground, trailer park, or motel are not eligible for a benefit claim, except as included as multiple occupancy commercial service customers.

3. Routine dripping faucets;
4. Premises left or abandoned without reasonable care for the plumbing system;
5. More than two (2) occurrence per twelve (12) month period;
6. Filling of swimming pools;
7. Watering of lawns or gardens;
8. If a customer becomes aware of a potential problem with their plumbing which could cause a leak and that problem is not resolved, by turning off water flow to the leak source, within five (5) days;
9. If a customer becomes aware of a suspected leak and does not repair the leak within ten (10) days of becoming aware;
10. Faulty water meter;
11. Improper meter reading;
12. Natural acts or disasters;
13. Pressure Washing or other external cleaning projects;
14. Sprinkler System leaks

**Eligible Property Types:** A single structure owned or leased by You, used for residential occupancy (“Residence”) or commercial occupancy (“Business”), for commercial – single occupancy or commercial – multiple occupancy customers, that is permanently secured to the ground, and the land it is located on is also owned or leased by You (“Property”). Any recreational vehicles or another type of home on wheels that is intended to be moved are not eligible. If You are aware of any pre-existing conditions, defects, or deficiencies with Your Water Service Line or Sewer/Septic Line, or have had any roots removed from Your Exterior Sewer/Septic Line before the Start Date of Your first Term; then Your Property is not eligible for this coverage.

**The Length of Service Agreement:** Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue monthly provided neither You nor Administrator cancel. See “Cancellation/Refund” below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Benefit Claim.

**How to Submit a Claim:** You must call Administrator and a service representative will assist You with opening a claim.

**Required Documentation:** To have a water leak event covered, You will need to provide documentation certifying the repair has been completed and providing the following information:

1. The date the leak was discovered;
2. The nature and location of the leak;
3. The date the leak was repaired;
4. The name of the person repairing the leak;
5. A description of the repair work performed.

**Receiving Documents Electronically:** You can receive Your Service Agreement and all related documents electronically. If You consent to electronic delivery, these documents will be sent to the Email Address listed on Your Declaration Page (“Email Address”). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling Administrator.

You may also call Administrator to update Your Email Address or to receive a paper copy of Your Service Agreement.

**Renewal:** This Service Agreement will automatically renew for a further term of one (1) month.

**Cancellation/Refund:** You may cancel this Service Agreement at any time by calling Administrator. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then-current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid per the Administrator's records.

This Service Agreement may be canceled for any reason with thirty (30) days written notice to You. This Service Agreement may also be canceled, on no less than fifteen (15) days written notice to You for (a) non-payment of the Fee; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If canceled under (b) above, You will be entitled to a pro rata refund less any claims paid under this Service Agreement.

Written cancellation notices will be provided under this section and will tell You exactly when Your Service Agreement will be canceled and why it has been canceled. The notice periods referred to in this section begin when Administrator sends the notice to You.

**Definitions:**

“Benefit Claim” – A customer request for Administrator to pay District for a qualifying leak.

“Declaration Page” – The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property, and other vital information.

“District” – The water utility entity that serves Your water service.

“Price” – The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

“Service Agreement” – The documents that constitute all of Your rights and responsibilities as a Service Agreement holder, which consist of these terms and conditions and Your Declaration Page.

“You” or “Your” – The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

**Privacy Policy:** Any information You provide Administrator will be accessed, collected, used, transmitted, disclosed, stored, maintained, and otherwise handled to administer Your Service Agreement by Administrator or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on Administrator's behalf. Administrator or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone, or email of any products or services which they consider may be of interest to You. For further details on how Administrator uses Your information, please see our Privacy Policy. Should You have any questions or concerns about Administrator's Privacy Policy or how they are using Your information, or to update Your privacy preferences, please contact Administrator.

**Assignment/Amendment:** We reserve the right to change this Service Agreement (including the Price or to charge an additional fee) and to delegate any obligations under this Service Agreement at our sole



discretion provided You are given thirty (30) days prior written notice of the changes. The changes will become effective no sooner than thirty (30) days after any notice is sent to You. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions of this Service Agreement shall remain valid.

**Transfer:** This Service Agreement is not transferable by You.

**Responsibility for Benefits Owed to You:** This is not an insurance policy; it is a Service Agreement. Administrator will serve as Your point-of-contact for all questions or concerns. Obligations under this Service Agreement are insured under a contractual liability insurance policy. If Administrator fails to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and Administrator fails to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Plateau Casualty Insurance Company.

**Our Liability:** To the extent permitted by applicable law, (1) You agree that Administrator and PCIC, and both of our partners, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors shall not be liable to You or anyone else for (a) any actual losses or direct damages that exceed the lowest applicable per covered benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental, or consequential losses or damages, including those caused by any fault, failure, delay, or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

**Dispute Resolution:** YOU, ADMINISTRATOR, AND PCIC ALL AGREE TO RESOLVE DISPUTES as follows:

A. Compliance with the dispute resolution procedure established by your Utility Districts Policy and Procedures.

B. Any and all lawsuits between you and the administrator or PCIC shall be limited to the local General Sessions Court having Jurisdiction over your claim.

C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative or member of any class of claimants or act as a private attorney general in court concerning any claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any class action held under this Service Agreement.

D. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU, ADMINISTRATOR AND PCIC AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, Administrator and PCIC unconditionally waive any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from Administrator or PCIC, including claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of Administrator or PCIC.