

**Coldwater Board of Public Utilities
Water/Sewer Lateral Protection Program Customer Agreement**

This Agreement between the Coldwater Board of Public Utilities ("CBPU") and the undersigned ("Customer") provides for the service protection program for the Customer's water and/or sewer lateral. Utility and Customer agree to the following terms:

General Provisions

1. TERMS AND CONDITIONS

1.1. CBPU RESPONSIBILITIES The Plans cover specific residential equipment in individual households and are available to the owner of the property ("Customer"). Terms, conditions, and pricing are subject to change with prior notice.

The Plan covers only the repair (not the replacement or overhaul) of the outside residential water or sewer lines that fail as a result of normal wear and tear, as described in this Agreement. **Enrollment in a Plan constitutes the Customer's acceptance and agreement to the applicable Terms and Conditions.**

The CBPU commitment is that services rendered will be free from defects in workmanship and material. If the CBPU is unable to successfully repair the line, the CBPU will provide the Customer with a full refund of all fees paid for the current Service Plan year.

When a service call is placed, the CBPU will promptly arrange for a qualified technician or contractor to repair covered line. However, actual response times may be affected by factors beyond the CBPU's control such as weather conditions and workload. The CBPU will pay for covered repairs, if and only if, they are performed and authorized by CBPU representatives at the CBPU's express direction. The Customer is responsible for the cost of repairs that are not covered by the Plan or that are performed by technicians hired directly by the Customer. The CBPU will only cover the costs of covered repairs that it can verify are completed. At its discretion, the CBPU may use qualified contractors to fulfill all or any part of its obligation under the terms of this Agreement.

1.2. ELIGIBILITY FOR SERVICE This Customer Agreement describes Terms & Conditions for all available Plans. Plans are available in all the areas that the CBPU serves. The enrollment confirmation indicates the individual Plan(s) in which the Customer has enrolled. The Customer can also confirm active enrollment in individual Plan(s) by calling the CBPU.

In order to be covered by a Plan, all equipment must: (a) be installed to meet local, state and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be in good working condition at the time of enrollment. By permitting the Customer to enroll in a Plan, the CBPU does not make any express or implied warranties concerning Customer's existing equipment or conditions. The CBPU may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. At its discretion, the CBPU reserves the right to inspect the lines and deny enrollment in a Plan.

The Plan will begin after the first bill, after receipt of the first payment, or 15 days after enrollment (whichever is later). The Plan is suspended at the end of the prepaid period in the event of nonpayment. The Plan must be current in order for the Customer to receive service under the Plan. If the Plan is suspended for nonpayment, the Customer's participation in the Plan will resume 15 days after payment is received. Any repairs that may be needed prior to the effective date or while the Plan is suspended for nonpayment are not covered by the Plan.

1.3. CANCELLATION Customers may cancel their enrollment in a Plan with no obligation within 30 days of enrollment and obtain a full refund. After the 30 days, the Customer will continue to be responsible for monthly fees for the remaining term of the Plans. After the 12 month term, the Plan may be cancelled at any time with a 30 day notice. The CBPU may cancel the Customer's Service Plan with or without cause by providing notice of cancellation. Upon such cancellation, the CBPU shall refund all unapplied Customer payments.

1.4. CUSTOMER RESPONSIBILITIES The Plan includes a \$75.00 service call fee. The Customer is responsible for paying this fee directly to the CBPU.

To arrange for repairs, the Customer is required to call the CBPU and to provide CBPU or its representatives with safe and reasonable access to all lines. The CBPU will cover the costs incurred by CBPU representatives performing work that is expressly authorized by the CBPU. The CBPU will not reimburse the Customer for the cost of any repairs.

1.5. GENERAL EXCLUSIONS The CBPU shall not be responsible for repairing equipment when parts are not readily available. In addition, the Plans do not cover repair of any devices, parts or controls other than those specifically covered by the Plan. The Plan(s) are not for the benefit of anyone other than the CBPU and the Customer.

Preventive Maintenance: The Plans do not cover preventive maintenance or any work intended to help prevent a failure from occurring in the future.

Abnormal Conditions: The Plans do not cover any materials, parts or labor form repairs which are required as a result of abnormal conditions or events such as: (a) an Act of God; (b) freezing; (c) damage induced by animals, vandalism, or Customer negligence; (d) repairs by third party or the Customer and; (d) a manufacturer recall, defect or retrofit.

Limitation of Liability: To the fullest extent allowed by law, the CBPU shall not be liable for any special, exemplary, punitive, indirect, consequential or incidental damages or loss incurred by the Customer, or anyone else even if advised of the possibility thereof. To the fullest extent allowed by law, the CBPU's liability under the Agreement, the Terms and Conditions, the Plan(s) and/or arising from or relating to the services provided thereunder is limited to three times the amount paid under the Plan(s) by the Customer over the past 12 months. The CBPU will not be liable for damages incurred by the Customer or anyone else caused by or relating to unavoidable delays, failure to service, unavailability of parts, equipment failure, weather conditions, work stoppage, strike or other circumstances beyond the CBPU's control.

Hazardous Materials: The Plans do not include services which involve the handling, disturbance, or disposal of hazardous or toxic materials, such as asbestos or antifreeze.

Code Compliance: The Plans are not intended to bring non - complying equipment into compliance with state, local or federal codes. In addition, the Plans do not cover the overhaul or replacement of residential inside lines

Gaining Access: The Plans do not cover the cost of gaining access to inaccessible lines or restoration costs such as concrete or landscaping.

1.6. SEVERABILITY If any provision of the Agreement, the Terms and Conditions or a Plan shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect. Headings/captions are for convenience only. The waiver or failure of the CBPU to exercise any right in connection with the Plan or these Terms and Conditions shall not be deemed a waiver of any further right thereof.

2. OUTSIDE LINE – WATER

2.1. COVERED PARTS/SERVICE

The Plan covers repair or replacement of a leaking or broken single underground water supply line from the CBPU shut-off device to the point of entrance into the home. Service is limited to a maximum of \$4,000 for parts and labor per Service Plan year. After a water supply line is repaired or replaced, the CBPU will provide basic site restoration service to the affected area limited to public sidewalk repairs (up to \$500 for material and labor), filling in holes, raking and reseeding. CBPU restoration does not include replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures.

2.2. EXCLUSIONS AND LIMITATIONS

Exclusion include, but are not limited to: (a) relocation of the meter at the time of the repair or replacement; (b) repairs of meter vaults; (c) well water lines, well equipment or well related components; (d) water systems for sprinklers, pools, hot tubs and/or other outdoor systems; (e) service lines owned by the CBPU or connected to a commercial facility, multifamily, mobile home or home situated on a slab; and (f) replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures.

3. OUTSIDE LINE – SEWER

3.1. COVERED PARTS/SERVICE

The Plan covers repair or replacement of a broken single underground sewer line from the CBPU point of connection to the point of entrance into the Customer's home. Service is limited to a maximum of \$4,000 for parts and labor per Service Plan year. After a sewer line is repaired or replaced, the Plan will provide basic site restoration service to the affected area limited to public sidewalk repairs (up to \$500 for material and labor), filling in holes, raking and seeding. Restoration does not include replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures.

3.2. EXCLUSIONS AND LIMITATIONS

Exclusions include, but are not limited to: (a) service to any sewer line not connected to the CBPU public sewer system, including a septic system, leach field, etc.; (b) any sewer lines not owned by the Customer or damage related to the backup of sewers and drains caused by sewer main lines; (c) service to any sewer line connected to a lift station; (d) any branch line and any storm water line connected to the sewer line or the sewer main line; (e) updating and/or moving non - leaking lines to meet code, law, or ordinances or to satisfy directives of the sewer CBPU/utility, municipality or others; (f) removal of obstacles necessary to access the sewer line; (g) damage to the sewer line that is caused, directly or indirectly, by the Customer, a third party, or a natural disaster; (h) service lines owned by the municipality/utility or connected to a commercial facility, multifamily, mobile home or home situated on a slab; (i) service lines owned by the utility or connected to a commercial facility, multifamily, mobile home or home situated on a slab; and (j) replacing trees or shrubs or repairing private paved and/or concrete surfaces or structures; (k) combined sewer laterals.

4. GENERAL DEFINITIONS:

The **CBPU** refers to the Coldwater Board of Public Utilities. **Plan** means the particular water lateral and/or sewer lateral Service Plan(s) in which the Customer is enrolled.

5. Terms of Agreement

Monthly Fee. Customer will pay for the service protection plan a monthly fee of **\$5.45**, for the sewer lateral protection, and **\$3.50** for the water lateral protection. Billed monthly on the customer’s monthly bill, due and payable upon presentation in accordance with the Utilities Rules and Regulations.

The Agreement will be in effect on the date Customer signs an agreement to be bound by these terms and will continue for a minimum term of **(12)** months from the date of the Agreement. Customer will pay a **\$50** cancellation fee if Customer cancels the Agreement prior to the first term. After the initial **(12)** month period, the Agreement shall continue from month to month until either Customer or Utility cancels the Agreement by notifying the other party. There shall be no cancellation charge if the Agreement is canceled after the initial **(12)** month period. A cancellation of this Agreement by either Customer or Utility shall be without prejudice to the rights or remedies of either Customer or Utility under this Agreement.

6. This Agreement constitutes the entire agreement between CBPU and Customer with respect to the matters dealt with herein. This agreement may be amended only in a writing signed by both an authorized representative of CBPU and the Customer. Any suit brought with respect to any aspect of this agreement shall be brought only in the courts of Branch County, Michigan.

Signature

Please be sure you have read the *Terms and Conditions* of this application. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS PROVIDED.

I wish to enroll in the:

- Water protection program only
- Sewer lateral protection program only
- Both the water and sewer lateral protection programs

_____ Date

_____ Customer Name (Print)

_____ Service Address

_____ Phone Number

<u>For CBPU Use:</u>	
CBPU Account #	_____
Approved By	_____
Plan Activation Date	_____/_____/_____