



Application for Water Service (Commercial)

(Please complete each section. If a question is not applicable to Applicant, then write "N/A".)

Please mail this Application, along with a copy of a form of picture identification for each Applicant/Signing Party to: NKWD, 2835 Crescent Springs Road, Erlanger, KY 41018, Attn: Customer Service, or fax to (859) 578-3668, or email to custserv@nkywater.org.

A. Applicant Information

Today's Date: ____/____/____ Start Date: ____/____/____

Federal ID#: _____ Applicant's Name: _____

(Provide the name of the person or entity who is contracting for water service. DO NOT list the name of the agent, property management group, or officer/employee of applicant who is acting on Applicant's behalf. If Applicant operates under an assumed name, provide Applicant's name.)

Property Address: _____ City: _____ State: ____ Zip: _____

Applicant's Mailing Address (if different than property address): _____

City: _____ State: ____ Zip: _____

Local Contact Person: _____ Title: _____

Relationship to or Position with Applicant: _____

Mailing Address (if different from Applicant's address): _____

City: _____ State: ____ Zip: _____

Primary Phone: (____)____-____ Alternate Phone: (____)____-____

(Primary number should be a number at which Applicant can be normally contacted, including in the event of an emergency.)

Email Address: _____

Does Applicant consent to receive all notices by email in lieu of notice by mail or newspaper publication? Yes No

Type of Entity: Corporation Partnership LLC Sole Proprietorship Trust Estate
(Check applicable type) Other (State type): _____

Tax Exempt? Yes No State of Organization/Incorporation: _____

(If Applicant has tax exempt status, provide a certificate of exemption.)

Does or has the Applicant operated under an assumed name? Yes No If "Yes", list each assumed name that Applicant has operated under in the past two years: _____

State name, address, phone number and any applicable email address for the controlling owner(s) (e.g., general partners, controlling manager/member/shareholder, or trustee) if Applicant is an entity: _____

Is Applicant's equity traded publicly on the NYSE or NASDAQ stock exchanges? Yes No If "No", see Section C.

Applicant's Address Before Property Subject to this Service Request: _____

City: _____ State: ____ Zip: _____ Does Applicant own property? Yes No

If Applicant does not own property, provide the Property Owner's:

Name: _____ Phone Number: (____)____-____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Email Address (if available): _____

(If Applicant does not own the property, include a copy of the signed, notarized rental agreement or a written acknowledgement of the property owner that Applicant is authorized to obtain water service at the service location address designated.)

- Does Applicant currently owe any delinquent amounts or unpaid balances from any prior water account with the District? Yes No
- Has Applicant's water service ever been disconnected by the District for non-payment of water charges within the past two years?
 Yes No
- Has Applicant had two or more checks returned by its bank for insufficient funds on any prior account with the District? Yes No
- Has Applicant filed for bankruptcy within the last 7 years? Yes No
- Has the Applicant made a general assignment for the benefit of creditors? Yes No
- Has a receiver been appointed to take possession of all, or substantially all of Applicant's assets? Yes No
- Has Applicant's assets been attached or subject to judicial seizure? Yes No
- Has Applicant admitted in writing that it is unable to pay its debts as they come due? Yes No
- Is the service location the residence of the individual signing on behalf of Applicant? Yes No

B. Agreements

The undersigned Applicant ("Applicant") hereby applies for water service and agrees to purchase water from Northern Kentucky Water District ("the District"), subject to the following terms and conditions:

- a) Applicant represents and warrants to the District, that the information provided on this Application is true, correct, and complete in all material respects. Applicant acknowledges that any false or deliberately misleading information provided on this Application will be considered as an attempt to obtain water service through fraudulent means and may constitute grounds for discontinuance of Applicant's service at the service location address designated above.
- b) No application for water service will be approved and no water shall be supplied to any applicant or customer if the applicant or the customer is delinquent or indebted to the District or if any member of an applicant's household is indebted to the District and such indebtedness was incurred while that person and the Applicant were members of the same household. This applies whether the delinquency or indebtedness is incurred at the property address for which this application is made or at any other premises or property. If Applicant fails to disclose to the District Applicant's prior indebtedness or the indebtedness of a member of Applicant's household and the District provides water service, the District may discontinue water service after providing the Applicant with notice of the discovery of the indebtedness and providing Applicant a reasonable period of time to pay the outstanding debt.
- c) Applicant will purchase water from the District to be supplied to the service location address designated above, subject to all terms and conditions set out in the District's rules, regulations, and tariffs now in force or hereafter supplemented or amended. Applicant shall make timely payment of all amounts and charges due on or before their due dates. Applicant understands and agrees that if Applicant's water account becomes delinquent for failure to make timely payment of all amounts and charges due on or before their due dates, the District may discontinue water service.
- d) Applicant agrees to reimburse the District for all reasonable attorney's fees, collection agency fees, and court costs incurred by the District to enforce the terms and conditions of this agreement and to recover any delinquent amounts or other indebtedness if (i) Applicant fails to comply with the terms and conditions of this agreement and (ii) the District commences legal action to enforce the terms and conditions of this agreement and obtains a judgment against Applicant. The court rendering the judgment shall determine the amount of the attorney's fees, collection fees, and court costs to which the District is entitled.
- e) Applicant agrees to maintain all water pipes and plumbing in or on the property in compliance with all plumbing specifications as required by the Commonwealth of Kentucky and/or any state, local, or municipal building or plumbing codes.
- f) Applicant agrees to comply with and be bound by all of the provisions of this agreement, and such rules, regulations, and tariff now in force or hereafter supplemented or amended.
- g) By signing this agreement, the Applicant acknowledges that the terms of this agreement constitute a binding contract between the District and the Applicant, and the terms and provisions of this agreement are legally enforceable against the Applicant in accordance with its terms.
- h) **Applicant acknowledges that, if Applicant has checked "Yes" to receiving all notices by email in lieu of notice by mail or newspaper publication, Applicant consents to the District providing notice of rate adjustments and other matters that require public notice by email to the stated address in lieu of notice by mail or publication and further agrees that, should applicant's email address change, it is his or her responsibility to inform the District of the change in email address.**
- i) Applicant has full right, power and authority and is duly authorized to enter into this agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement. The person signing this agreement on behalf of the Applicant represents and warrants in his/her individual capacity that he/she is duly authorized to do so, and has all due power and authority to legally bind the Company to this agreement.
- j) Applicant acknowledges that as a utility customer in the Commonwealth of Kentucky, Applicant has certain rights and obligations. Applicant further acknowledges that a copy of the District's tariff setting forth such rights and obligations, including the Customer Bill of Rights, can be obtained from the District's website at www.nkywater.org or from the Kentucky Public Service Commission's website at <https://psc.ky.gov/>.
- k) Any applicant affirming that he/she/it is exempt from the Kentucky state sales tax hereby agrees to indemnify and hold the District harmless from any subsequent claims for sales taxes due or resulting penalties if the person or entity is deemed to owe sales tax for water service or any other service provided by the District. Further, if the District is required to remit tax payments on behalf of the applicant/account holder, he/she/it agrees to reimburse the District for any sales tax, penalties, attorney's fees, or any related cost, which may deducted from any deposit or refund applicable to the account holder held by the District.



Northern Kentucky Water District Water Turn-On Release Form

I represent and warrant to the Northern Kentucky Water District (the "District") that I am the owner or lawful tenant of the premises located at _____ (hereinafter the "Premises"). I acknowledge that the District's normal policy is to not turn on water service unless I am at the Premises at the time of turn-on. I acknowledge that this policy can avoid such damages as those caused when faucets, valves, or other uses of water in a premises are left on or faulty and the water runs while not properly supervised. Notwithstanding the foregoing, for my convenience I hereby request and authorize the District to turn on water service, both for initial service and turn-ons following a disconnection, even if there is no one at the Premises. I understand that I should turn off all faucets and valves, and confirm the proper operating condition of same, or turn off the main shut-off valve, and take other precautions necessary to avoid water damage when the water is turned on when no one is at the Premises.

For and in consideration of having the District turning on the water service to the Premises when I am not present at the Premises, which is for my convenience, I hereby provide the following release and indemnity:

1. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity release and forever discharge the District and the District's commissioners, officers, employees and agents from any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I am not at the Premises or when no one is at the Premises.

2. Further, for myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify the District and the District's commissioners, officers, employees and agents from and against any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I am not at the Premises or when no one is at the Premises.

I provide the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: ____/____/____

Northern Kentucky Water District
2835 Crescent Springs Road
Erlanger, Kentucky 41018
Phone 859-578-9898 | Fax 859-578-3668



Consent for Northern Kentucky Water District and Sanitation District No. 1 to Contact Concerning Water, Sanitary Sewer and Stormwater Service

Check Preferred Option:
(Check One Only)

_____ I authorize Northern Kentucky Water District (on its own behalf and on behalf of Sanitation District No. 1) and Sanitation District No. 1, as well as their respective successors and assigns (collectively, the "Districts"), to contact me at the phone number indicated below for any issues pertaining to water, sanitary sewer, and/or stormwater service provided by either of the Districts (collectively, the "Services") at:

Service Location Address:

_____ City: _____ State: ____ Zip: _____

I authorize the Districts to contact me, including, without limitation, via auto dialer, recorded message and text, regarding any of the services at the following number, which is my primary point of phone contact:

Phone Number: (____)____-_____ Check one: ____ Cell ____ Land Line

Specifically, I understand that this number may be utilized at each District's discretion to notify me of emergencies, planned maintenance outages, billing issues (including pending disconnections), and any other issues pertaining to my Services, although the Districts do not guarantee that I will be notified in this manner.

_____ I choose not to be contacted by the Districts for issues pertaining to my Services via telephone communication.

I understand that this may delay notification for emergencies, planned maintenance outages, billing issues (including pending disconnections), and any other issues pertaining to my Services.

Signature: _____

Printed Name: _____

Date: ____/____/_____

Northern Kentucky Water District
2835 Crescent Springs Road
Erlanger, Kentucky 41018
Phone 859-578-9898 I Fax 859-578-3668