



# SERVICE ASSURED®

## WATER SERVICE REPAIR COVERAGE

### Terms & Conditions Agreement

Please sign this agreement and return to RPU to enroll for coverage.

RPU • 4000 East River Road NE • Rochester, MN 55906-2813 • 507.280.1500 • www.rpu.org



Rochester Public Utilities (RPU) will provide SERVICE ASSURED® WATER SERVICE REPAIR COVERAGE (Coverage) to the customer (you) under the following terms:

#### AVAILABILITY

Coverage is available to RPU residential water customers living in single-family homes, single-owner duplexes, and some townhome associations, individual twinhomes, and triplexes where each has its own service line. [Excludes individual townhomes, mobile homes, apartments, and condominiums. Coverage may not be applicable to all single-family homes and single-owner duplexes. In rare instances of atypical service configurations, Coverage is not available. Pre-existing conditions (e.g. leaks, improper installation, etc.) render you ineligible for Coverage. You may repair the condition, at your cost, and then become eligible.]

#### COVERAGE

A diagram of the typical residential water service is shown on the back. In the absence of Coverage, you are responsible for all service line repairs from the ① Corporation Stop to the ⑤ Angle Stop. RPU owns the ⑥ Meter and the ⑦ Meter Tail, so they are and will continue to be repaired by RPU at no cost to you. You own the ⑧ Full Flow Gate Valve and are responsible for repair costs to it. With Coverage, RPU will make all repairs from the ① Corporation Stop to the ⑦ Meter Tail, and will perform landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for all restoration work including landscaping from your property line to your home. RPU's restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.

#### MONTHLY FEE

A monthly fee of \$1.99 plus sales tax is included on your bill and collected with your other utility charges, due and payable upon presentation. Failure to pay by the due date may be cause for RPU to drop you from the program. RPU reserves the right to modify this price and any such modification will be indicated on your utility bill.

#### TERMS

This Agreement is effective on the date it is received by RPU and covers all repair costs of failures and/or freeze-ups of your service line after this date. If your service line freezes, this Agreement will cover the cost of ONE THAW per winter season (see CUSTOMER RESPONSIBILITIES). It does not cover homeowner, landlord, or renter negligence or malicious intent to damage the service. This Agreement is subject to the terms contained herein

and will continue month-to-month until either you or RPU cancels this Agreement by notifying the other party. Notice of cancellation must occur at least 30 days prior to the end of the last month of Coverage. There is no cancellation charge. Cancellation of this Agreement shall be without prejudice to the rights or remedies of either you or RPU under this Agreement.

#### RPU'S RIGHT OF INSPECTION

RPU reserves the right to inspect your water service should you inform RPU that a problem or damage has occurred. Your premises shall be made available to RPU for such an inspection.

#### CUSTOMER RESPONSIBILITIES

**YOU MUST CALL RPU FOR ANY CLAIMS OR REPAIRS. RPU WILL CALL A CONTRACTOR, IF NEEDED.** You shall cooperate with RPU and provide all information requested. If a claim is submitted and your account is past due, your balance must be paid in full before the claim can be processed. If your service line freezes, this Agreement will cover the cost of ONE THAW per winter season. Because subsequent freeze-up repairs will not be covered, it is important to follow RPU's suggestions related to prevention, such as running a pencil-sized stream of water, etc.

#### DEFAULT

RPU may cancel this Agreement immediately if you violate any provision of this Agreement. RPU is entitled to recover its costs and expenses, including reasonable attorney's fees, if legal action is necessary. RPU reserves the right to refuse Coverage to any customer for any non-discriminatory reason.

#### MISCELLANEOUS

The laws of the State of Minnesota shall govern this Agreement. This Agreement is the final expression and a complete and exclusive statement of the terms of the Agreement, superseding all prior Agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement is invalid, such provision shall be omitted, but the remaining provisions of this Agreement shall be given full force and effect.

#### DISCLAIMERS

This program does NOT cover service replacements within the street right-of-way done in conjunction with street repair/replacement projects. RPU reserves the right to make changes to this Coverage at any time. Check our website for the most recent Terms & Conditions Agreement. During periods of catastrophic or numerous failures, claims and repairs will be processed as soon as resources are available.

#### CUSTOMER INFORMATION (please print)

RPU Contract Account Number: **300000** \_\_\_\_\_

Last Name (As It Appears On Your Account): \_\_\_\_\_

First Name (As It Appears On Your Account): \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address (If Different than the Service Address) \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Phone Type:  Home  Cell  Other: \_\_\_\_\_

Email Address: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

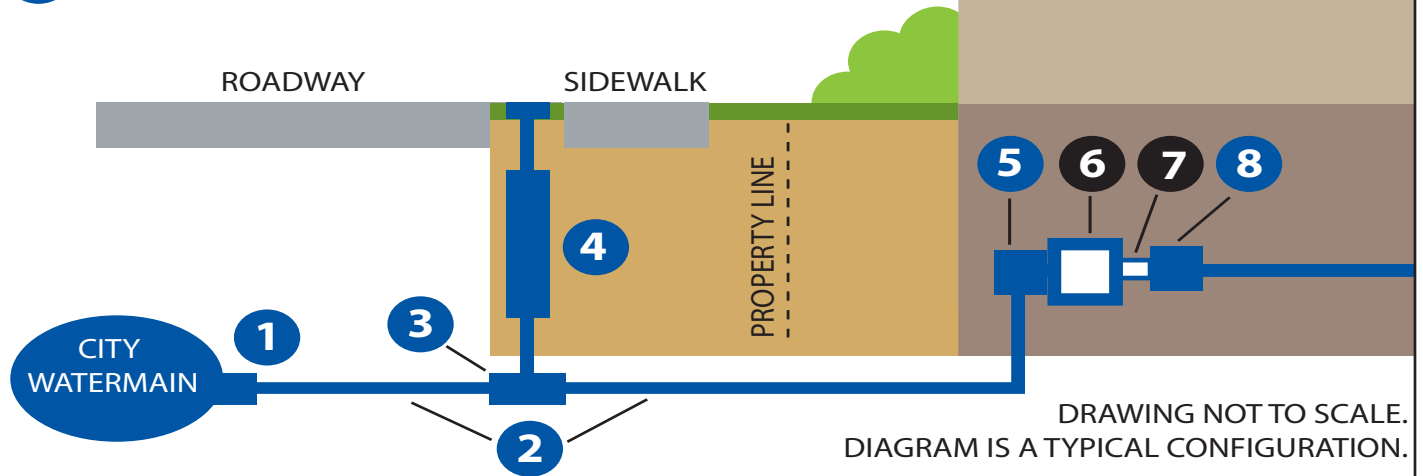
Printed Name: \_\_\_\_\_

# TYPICAL RESIDENTIAL WATER SERVICE

**FIGURE 1 Water Service**

**SERVICE ASSURED® covers from 1 to 7**

- 1 Corporation Stop (CUSTOMER OWNED)
- 2 Service Line (CUSTOMER OWNED)
- 3 Curb Valve (CUSTOMER OWNED)
- 4 Curb Box (CUSTOMER OWNED)
- 5 Angle Stop (CUSTOMER OWNED)
- 6 Meter (RPU OWNED)
- 7 Meter Tail (RPU OWNED)
- 8 Full Flow Gate Valve (CUSTOMER OWNED)



## **IN THE ABSENCE OF COVERAGE:**

You are responsible for all service line repairs from the 1 Corporation Stop to the 5 Angle Stop. RPU owns the 6 Meter and the 7 Meter Tail, so they are and will continue to be repaired by RPU at no cost to you. You own the 8 Full Flow Gate Valve and are responsible for repair costs to it.

## **WITH COVERAGE:**

RPU will make all repairs from the 1 Corporation Stop to the 7 Meter Tail, and will perform landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for all restoration work including landscaping from your property line to your home. RPU's restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.