

## NASHVILLE WATER LINE PROTECTION PROGRAM TERMS AND CONDITIONS

### 1. What Is This Agreement?

This is an Agreement (“Agreement”) between American Water Resources, LLC (“AWR”) and the person (“You” or “Your”) named in the confirmation letter (“Confirmation Letter”) accompanying this Agreement. It requires AWR to pay for certain repairs to the property named in the Confirmation Letter (“Your Home”). It is not an insurance contract. Please read it and keep it. AWR’s obligations under this Agreement are backed by the full faith and credit of AWR.

### SECTION 24 OF THIS AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED INDIVIDUALLY IN ARBITRATION OR SMALL CLAIMS COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

### 2. When Does Your Protection Start?

AWR will pay for covered repairs on or after the effective date stated in the Confirmation Letter (“Effective Date”), which shall be thirty (30) days after your enrollment is processed by AWR. If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

### 3. When Does Your Protection Stop?

AWR will not pay for any repairs if You or AWR have cancelled this Agreement. The initial term of the Agreement is one year (365 days) from the Effective Date. **The Agreement will automatically renew each year for an additional one-year term unless You or AWR have cancelled this Agreement.**

### 4. What Homes Are Protected?

AWR will only pay for repairs under this Agreement if:

- You own Your Home; and
- Your Home is occupied; and
- Your Home is used for residential purposes only; and
- You have ownership responsibility for Your Home’s Water Line.

If at any time You are not eligible for protection, AWR will not pay for any repairs under this Agreement.

### 5. What Lines Are Protected?

Your Water Line is the water service line from the outlet side of the meter box owned by Metro Water Services (“MWS”) to the main shut-off valve inside Your Home. If Your water meter is located outside of the public right of way, Your Water Line includes the section of your water service line from the right of way to the meter.

### 6. What Repairs Are Covered?

Subject to the terms and conditions of this Agreement, AWR will pay to investigate and repair leaks or breaks to Your Water Line if they:

- (1) occurred on or after the Effective Date; and
- (2) resulted from normal wear and usage.

### 7. What Repairs Are Not Covered?

AWR will not pay for any of the following:

- Repairing anything caused by You or any third parties.
- Repairing anything in any home that is vacant due to renovation, remediation, or construction.
- Repairing anything caused by natural acts or disasters, such as earthquakes, floods, hurricanes, landslides, or sinkholes.
- Repairing anything caused by defective materials that have been the subject of a recall or class action litigation.
- Repairing any clog or blockage of Your Water Line.
- Repairing any Water Line not connected to MWS’s water system.
- Repairing any interior pipes beyond the main shut-off valve inside Your Home.
- Repairing any connections and/or extensions to the Water Line, such as water lines to sprinklers, irrigation systems, pressure-reducing valves, or back-flow preventers.
- Repairing anything caused by the improper design or improper installation of Your Water Line.
- Repairing anything required by any local, state, or federal agency inspection, unless otherwise covered by this Agreement.
- Repairing any openings made in walls, ceilings, or surfaces inside Your Home for AWR’s independent contractor to access Your Water Line.
- Repairing any third party’s water line that is attached to Your Water Line.
- Restoring any gardens, shrubs, trees, or structures.

• Restoring any sidewalks, curbs, driveways, roads, or other paved surfaces that are not required by permit or applicable rules and regulations to be repaired or restored.

• Moving any water meter at the time of repair, unless required by code.

• Relocating any section of Your Water Line, unless necessary to complete a repair.

• Updating any non-leaking Water Line to meet code, law, or ordinance requirements.

• Removing any items necessary to access Your Water Line, such as debris, trash, rocks, cars, or temporary structures.

• Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.

• Thawing any frozen section of Your Water Line.

• Excavating Your Home’s Foundation or slab in order to access any section of Your Water Line.

• Repairing, replacing, or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Line.

• Paying any costs caused by a leak or break in Your Water Line, such as lost water costs, relocation costs, storage costs, or temporary housing costs.

• Paying any damages caused by a leak or break in Your Water Line such as lost time, lost use of Your Home or its contents, or any damages due to any special circumstances or conditions.

### 8. What Is Your Protection Limit?

There is no limit on the amount that AWR will pay for covered repairs under this Agreement.

### 9. How Can You Get Service?

If there is a leak or break to Your Water Line, You must first contact MWS at 1-615-862-4600. If MWS determines that the leak or break is Your responsibility, You may contact AWR toll-free at 1-888-758-8935. If You do, AWR will dispatch an approved independent contractor to Your Home. AWR will dispatch an approved independent contractor to Your Home. AWR’s independent contractor will obtain any necessary permits before work begins. If AWR’s independent contractor must excavate any areas outside Your Home in order to access Your Water Line, the independent contractor will refill, rake, and reseed any unpaved area once per occurrence. If AWR’s independent contractor must excavate any areas located in public roadways, sidewalks, curbing or driveway aprons in order to access Your Water Line, the independent contractor will restore such areas in accordance with applicable rules and regulations once per occurrence. No other site restoration will be performed.

### 10. Can AWR Get A Second Opinion?

AWR may get a second opinion from an independent contractor of its choosing.

### 11. Can You Hire Your Own Contractor?

AWR will not pay any costs incurred, or fix any repairs made, by You or any contractor You hire.

### 12. Must You Cooperate With AWR?

You must cooperate with AWR and its independent contractors, for example by: (a) providing additional information or documentation that AWR may need; (b) providing AWR’s independent contractor with access to Your property; and (c) disconnecting any cold-water electrical grounds before repairs are made to Your Water Line.

### 13. Is There A Service Fee?

There is no service fee applicable to investigations and repairs made under this Agreement.

### 14. Is There An Annual Fee?

You must pay AWR an annual program fee (“Program Fee”) for each term of this Agreement. The Program Fee may be stated on Your Confirmation Letter or enrollment forms.

### 15. How Are Your Payments Made?

Your Program Fee will be charged to Your MWS bill in periodic installments. You must pay the periodic installments of Your Program Fee with your MWS bill payments.

### 16. Is The Program Fee Taxable?

The Program Fee is subject to applicable state and local taxes.

### 17. Is This The Whole Agreement?

This Agreement, the Confirmation Letter, and the enrollment forms You submitted are the entire agreement between You and AWR. They supersede and replace any prior agreements and understandings between You and AWR concerning their subject matter.

### 18. Are These Headings Part Of This Agreement?

The headings are not a part of this Agreement. They are for convenience only.

### 19. This Agreement Shall Be Severed?

If this Agreement’s waiver of class actions and collective relief is found to be unenforceable, the entire arbitration provision will be severed from the Agreement and the remaining provisions will remain in full force and effect. If any other part of this Agreement is found to be unenforceable, that provision will be severed from the Agreement and the remaining provisions will remain in full force and effect.

### 20. Can This Agreement Be Changed?

You may not change the terms and conditions of this Agreement. AWR may change the terms and conditions of this Agreement. AWR will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by e-mail. If You do not like the changes, You may cancel this Agreement. If You do not cancel this Agreement, the change will become effective 30 days after AWR sends You notice. The current terms and conditions can be viewed on AWR’s website at [www.AWRUSA.com/nashville](http://www.AWRUSA.com/nashville).

### 21. Can This Agreement Be Cancelled?

You may cancel this Agreement by calling AWR toll-free at 1-888-758-8935 or by mailing AWR at 1420 Discovery Parkway, Alton, Illinois 62002. Your cancellation will be effective on the last day of your current billing period. AWR may cancel this Agreement: (1) upon 60 days’ written notice to You for any reason; or (2) without notice to You if (i) MWS notifies AWR that your account is delinquent, (ii) You are ineligible for protection, or (iii) You misrepresented any material facts when You entered into or requested service under this Agreement. AWR’s notice of cancellation is effective when sent.

### 22. Can This Agreement Be Transferred?

You may not transfer this Agreement to another home or another person. AWR may assign this Agreement to a third party.

### 23. What Warranties Does AWR Make?

AWR warrants that covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer’s specifications and be free from defects in material and workmanship for a period of one year from the date of the covered repair. The exclusive remedy for this warranty is that AWR’s independent contractors will, at AWR’s option, fix the repair or replace the material. AWR makes no other express warranties in this Agreement. To the extent permitted by applicable law, AWR disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. To the extent permitted by applicable law, the duration of any implied or statutory warranty is limited to the duration of this express warranty. These limitations and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives you specific legal rights. You may have other rights.

### 24. How Will Disputes Be Resolved?

**A. Arbitration.** Any Dispute between You and AWR shall be resolved by binding arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

**B. Definitions.** This arbitration provision shall be broadly interpreted. “Dispute” means any claim or controversy arising from or relating to Your relationship with AWR, for example any: (1) claims for relief or theories of liability, whether based in contract, tort, statute, or otherwise; (2) claims that arose before this Agreement; and (3) claims that arise after the cancelation or expiration of this Agreement. “Dispute” does not, however, include any issues relating to the scope or validity of this arbitration provision. As used in this arbitration provision, “You” means You and any intended or unintended beneficiaries of this Agreement and “AWR” means AWR and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates, and independent contractors, and each of their officers, directors, employees, and agents.

### C. Right to Sue in Small Claims Court.

Notwithstanding anything in this arbitration provision to the contrary, either You or AWR may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.

### D. Right to Reject this Arbitration Provision or Changes to this Arbitration Provision.

Notwithstanding anything in the Agreement to the contrary, You may reject this arbitration provision or future changes to this arbitration provision. To do so, You must send AWR written notice by certified mail postmarked no later than thirty (30) days after Your first receipt of an arbitration provision (if rejecting the arbitration provision) or notice of the change (if rejecting changes to the arbitration provision) to 1420 Discovery Parkway, Alton, Illinois, 62002, Attention: Legal Department. Your decision will not adversely affect Your relationship with or service from AWR. If You previously notified AWR of Your decision, You need not do so again.

**E. Procedures for Arbitration.** This arbitration provision is governed by the Federal Arbitration Act.

Arbitrations shall be administered by the American

Arbitration Association (“AAA”) pursuant to its

Commercial Arbitration Rules and Supplementary

Procedures for Consumer Related Disputes

(collectively the “AAA Rules”) as modified by the

version of this arbitration provision that is in effect

when notice of a Dispute is given. The AAA Rules

can be obtained from the AAA by visiting its website

([www.adr.org](http://www.adr.org)) or calling its toll-free number

(1-800-778-7879). If there is a conflict between this

arbitration provision and the rest of this Agreement,

this arbitration provision will govern. If there is a

conflict between this arbitration provision and the

AAA Rules, this arbitration provision will govern.

If the AAA will not administer an arbitration in

accordance with this arbitration provision, You and

AWR will agree on (or if necessary petition a court

of appropriate jurisdiction to appoint) an arbitration

organization that will do so. Unless You and AWR

agree otherwise, any arbitration hearing will take

place in the county where Your Home is located. The

arbitrator will issue a reasoned written decision that

explains the essential findings and conclusions. The

arbitrator’s award may be entered in any court of

appropriate jurisdiction

**F. Right to Arbitral Fees and Costs.** If You claim

more than \$10,000, the payment of the AAA’s fees

and costs will be governed by the AAA Rules. If You

do not claim more than \$10,000, AWR will advance

or reimburse the AAA’s fees and costs. However, if

the arbitrator finds that Your Dispute was frivolous or

brought for an improper purpose, the payment of the

AAA’s fees and costs will be governed by the AAA

Rules and You will reimburse AWR for all fees and

costs that were Your obligation to pay under the

AAA Rules.

**G. Right to Attorneys’ Fees and Costs.** You

may hire an attorney to represent You. You are

responsible for Your attorneys’ fees and costs. You

may recover them from AWR to the same extent as

in court.

**H. Waiver of Class Actions. YOU AND AWR**

**WAIVE THE RIGHT TO PROSECUTE OR**

**PARTICIPATE IN A CLASS ACTION, COLLECTIVE**

**ACTION, OR OTHER REPRESENTATIVE ACTION.**

**YOU AND AWR MAY SEEK RELIEF ONLY ON**

**BEHALF OF THEMSELVES AND ONLY TO THE**

**EXTENT NECESSARY TO REMEDY THEIR**

**INDIVIDUAL CLAIMS.**

**I. Waiver of Jury Trials. WHETHER IN**

**ARBITRATION OR COURT, YOU AND AWR**

**WAIVE THE RIGHT TO A TRIAL BY JURY TO THE**

**FULLEST EXTENT ALLOWED BY LAW.**

**J. Survival.** This arbitration provision shall survive

the cancellation or expiration of the Agreement.

**25. What Liability Does AWR Have?**

To the extent permitted by applicable law, You agree

that AWR, its parents, its successors, its affiliates,

and its officers, directors, and employees shall not

be liable to You or any third party for: (1) any actual

losses or direct damages in excess of \$5,000; or

(2) 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 Agreement. These limitations and waivers shall

apply to all claims and all theories of liability and

shall survive the cancellation of this Agreement.

**26. How Can You Contact AWR?**

AWR’s goal is to give You the best possible

customer service. If You have any questions or

complaints, please call AWR toll-free at

1-888-758-8935, mail AWR at 1420 Discovery

Parkway, Alton, Illinois, 62002, or visit AWR’s

website at [www.AWRUSA.com/nashville](http://www.AWRUSA.com/nashville).

Telephone calls may be recorded and/or monitored.

**27. Will AWR Share Your Information?**

To the extent permitted by applicable law, AWR may

obtain Your name, address, telephone number and

any other pertinent information from MWS. AWR

may share it with others only in order to provide

services under this Agreement.

**28. What Law Governs This Agreement?**

The law of the State of Tennessee shall govern this

Agreement and any dispute between You and AWR.

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