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Acknowledgment of Responsibility

If a customer of the Powell-Clinch Utility District (“PCUD”) is disconnected for non-payment of the customer’s gas bill, the customer will be required to pay all monies due (past and present) on the account and a reconnect fee, prior to restoration of service. If the account is delinquent and not brought current within 30 days, service is subject to termination. After termination, a customer may be required to reapply for service and must pay associated fees and an additional activation fee and/or deposit prior to restoration of service.

Restoration of service is usually scheduled no later than the next business day between the hours of 8:00 am and 3:00 pm. However, the customer has the option of paying an additional charge to restore service after 4:30 pm the same working day. An additional charge will also apply to services restored during holidays and weekends.

PCUD reserves the right to transfer any and all outstanding account balances owed by one of its customers to any other accounts of that customer. PCUD also reserves the right to discontinue natural or propane gas service if a customer owes a delinquent merchandise balance. Such delinquent merchandise balance must be paid in full, including all reconnection fees, before service will be reconnected.

PCUD is not responsible for mail delivery. The customer’s gas bill is due and payable every month. Any change of mailing address information is the customer’s responsibility and must be reported to PCUD’s office immediately. The amount due on a customer’s account can be obtained by calling PCUD’s office, during normal working hours, in the event a bill has not been received.

I have read and understand the terms of this Acknowledgment of Responsibility, which I hereby agree are contractual obligations I owe PCUD in return for its provision of gas and other related services on account in advance of payment. I also understand and agree that this Acknowledgement of Responsibility may periodically be modified by PCUD. I further acknowledge and agree that if my account with PCUD is not paid when due, PCUD shall be entitled to recover all costs and expenses of such collection efforts, including the fees of any collection agency used by PCUD to collect the account, as well as attorneys’ fees, court costs and all other costs of litigation should PCUD or its collection agency file suit to collect the same. I also acknowledge and agree that (i) such collection agency fees may be based on a percentage up to a maximum of thirty-five percent (35%) of the amount to be collected; (ii) attorneys’ fees for such collection efforts may be incurred on either an hourly basis or under a contingency arrangement based on a percentage of the amount to be collected; and (iii) collection fees, attorneys’ fees and court costs for such collection efforts will vary by agency, attorney, and the length of time involved for collection.

Signature _____ Date _____