



WELLSVILLE CITY CORPORATION

75 East Main

P.O. Box 6

Wellsville, Utah 84339

Phone: 435-245-3686 Fax: 435-245-7958

UTILITY SERVICE AGREEMENT

Name: _____ Property Owner _____ Renter _____

Service Address: _____ Telephone: _____

Mailing Address: _____

Drivers License #: _____ Social Security #: _____

Spouse Name: _____ Telephone: _____

Drivers License #: _____ Social Security #: _____

Employer: _____ How Long: _____

Employer Address: _____ Telephone: _____

Spouse Employer: _____ How Long: _____

Spouse Employer Address: _____ Telephone: _____

Nearest Relative: _____ Relationship: _____

Nearest Relative Address: _____ Telephone: _____

Spouse Nearest Relative: _____ Relationship: _____

Spouse Nearest Relative Address: _____ Telephone: _____

Bank Reference: _____ Telephone: _____

The undersigned, hereinafter referred to as CUSTOMER, herewith applies to Wellsville City Corp., hereinafter referred to as CITY, for water, sewer, waste disposal, and other services as provided, hereinafter referred to as UTILITY services. In consideration of the acceptance of this application by the CITY and rendering of such service, the CUSTOMER agrees as follows:

1. CUSTOMER agrees to pay for services in accordance with the rules and regulations and at the applicable rates for such services now in effect or as the same shall lawfully be amended or changed from time to time.

2. If CUSTOMER or other entity fails to pay, within twenty-five (25) days of the due date, which due date is specified to be the twentieth (20th) day of each month, the charges due for municipal utility services received by the CUSTOMER or entity indicated on the statement furnished by the CITY, the City Treasurer, Recorder or City Manager shall give CUSTOMER or entity notice in writing of intent to disconnect water service to the premises of CUSTOMER or entity, unless the amount due is paid in full within fourteen (14) days of the date of said service. Utility service shall not be restored until all delinquencies, disconnection fees, reconnection fees, and any applicable deposits imposed are paid in full or until any failure to conform to this ordinance or regulations issued thereunder is eliminated. Any utility account becoming delinquent shall be subject to an interest penalty of 18% APR (1-1/2% per month) on the unpaid or delinquent arrears balance for utility services provided by the CITY.
3. CUSTOMER agrees to be bound by the rules, regulations, resolutions, and ordinances enacted or adopted by the governing body applicable to the CITY'S utility systems.
4. CUSTOMER agrees to permit CITY, its agents or employees, to enter the above described premises at all reasonable times for the purposes necessary and incident to rendering of such service.
5. CUSTOMER agrees to notify the CITY at least one week in advance of planned termination of services.
6. CUSTOMER agrees that he/she has the authority to sign this agreement and to grant permission to enter premises to the CITY.
7. CUSTOMER agrees that he/she will make certain that the meters and equipment are readily accessible to the CITY and that there are no barriers or animals which would prevent reasonable access thereto.
8. CUSTOMER agrees to pay any damage to water meters or equipment excepting normal wear.
9. CUSTOMER understands that water meters and equipment are property of the CITY, under no circumstances shall any individual other than the CITY, its agents or employees handle water meters and equipment. Tampering with meters, turning meters on or off, handling meters, relocating meters, etc. is prohibited by law and will result in a fine of up to \$750. At the CUSTOMER'S request, the CITY will turn water meter on or off without a charge in the event of an emergency or with a twenty-four (24) hour notice for scheduled maintenance.
10. CUSTOMER agrees that the CITY shall have the right to institute collection proceedings by all means available to it, including suit in a court of proper jurisdiction. The CUSTOMER further agrees to pay all costs of collection and an additional amount representing up to 40% if the account is referred to a collection agency.
11. Any notices which are to be given to CUSTOMER shall be mailed to CUSTOMER at the address listed under "mailing address" on this agreement.

Note: Utility service fees are the responsibility of both husband and wife, and/or partner, under Utah law regardless of who makes and signs this application.

CUSTOMER STATES THAT HE/SHE HAS READ AND UNDERSTANDS ALL OF THE ABOVE PROVISIONS AND AGREES TO THE SAME.

Date

Customer

Date

Customer

Date

Wellsville City Representative