

Application for Utility Services Agreement

Property Owner: _____ Date: _____

Co-Owner: _____ Renter: _____

Service Address: _____

Mailing Address: (if different) _____

Phone Number: _____ Deposit: (if required) _____

Email Address: _____

Check ALL that apply to you and/or to the Service Address property shown above:

- I am an Owner
- I am a Renter (*Please get Landlord to complete: "Non-Owner Applicant – Agreement of Owner"*)
- I am a Contractor or Company Representative
- I am currently constructing a home or have just finished construction at this address.
Name of Contractor/Company _____
- The property needs a new Water Meter installation. *NOTE: Water and Sewer fees will apply.*
- I recently purchased the property from a previous owner. Date of purchase _____
Previous owner's name _____
- I am renting the property. Name of Landlord _____
- The property needs Garbage/Recycling cans (required for all homes). *NOTE: Fees will apply*
Requested delivery date of cans _____ Additional Black can? _____
- The property already has Garbage/Recycling cans. Please write how many cans are located at the address. Black garbage cans _____ Blue recycling cans _____

The undersigned, hereinafter referred to as Customer, herewith applies to Mantua Town Corporation. Hereinafter referred to as TOWN, for garbage, water and sewer services, hereinafter referred to as utility services. In consideration of the acceptance of this application by the TOWN and rendering of such services, the CUSTOMER agrees as follows:

1. CUSTOMER agrees to pay for such services in accordance with the rules and regulations and at the applicable rates for each service now in effect or as the same shall lawfully be amended or changed from time to time.
2. If CUSTOMER or CUSTOMER'S Tenant fails to pay, within the due dates fixed by the TOWN'S governing body, the charges due for municipal sewer and or water services received by CUSTOMER or TENANT as indicated on statement furnished by TOWN, shall give CUSTOMER or TENANT notice in writing of intent to disconnect water services to the premises of CUSTOMER, unless the amount due is paid in full within the time fixed by the TOWN'S governing body. Water service shall not be restored until all delinquencies and any reconnection fees imposed are paid in full or until any failure to conform to TOWN Ordinances

or regulations issued thereunder is eliminated. Any utility account becoming delinquent for any utility service, shall be subject to an interest penalty of \$10.00 per month.

3. CUSTOMER agrees to be bound by the rules, regulations, resolutions, or ordinances enacted or adopted by the governing body application to the TOWN'S utility systems. It is understood that the TOWN may, but need not, apply the deposit upon bills due for prior services and that the right of the TOWN to shut off services as above provided shall exist even though the deposit has not been applied to the payment of past due bills for sewer and/or water services. On final settlement of CUSTOMER'S account, any unused balance of the deposit will be refunded to CUSTOMER upon return of the security deposit receipt issue by the TOWN at the time the deposit is made. The deposit shall be considered as an advance payment or any service. Charges and unpaid accounts shall be considered delinquent notwithstanding the existence of the deposit, and the CUSTOMER shall not have the right to compel the TOWN to apply the deposit to any account to avoid delinquency.

4. CUSTOMER agrees to permit TOWN, 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 TOWN in writing by completing and submitting a Discontinuance of Service form (this can be found on our town website) at least ten (10) days in advance of planned termination of service and closure of account. Ordinance 07-10-4, Section 35

6. CUSTOMER warrants that he/she/they has the authority to sign this agreement and to grant permission to enter the premises to the TOWN.

7. CUSTOMER agrees that he/she/they will make certain that the meters and equipment are readily accessible to the TOWN and that there are no barriers or animals which would prevent reasonable access thereto.

8. CUSTOMER agrees to pay for any damages to the meters or the equipment excepting normal wear.

9. CUSTOMER agrees that the TOWN 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 including reasonable court costs and attorney fees.

10. Any notices which are to be given to CUSTOMER or tenant shall be mailed to CUSTOMER or tenant at the address listed under "Service Address", unless the "Mailing Address" is different, then it shall be mailed to the "Mailing Address".

11. CUSTOMER agrees to pay a \$50 reconnect fee should services be disconnected for non-payment.

Note: Utility Service fees are the responsibility of both Owner and Co-owner under Utah Law regardless of who makes and signs this application, and by this Agreement, the CUSTOMER agrees to be responsible for service fees incurred for utility services to any TENANT of CUSTOMER.

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

_____ Date: _____
Customer Signature

_____ Date: _____
Customer Name (Please Print)