

TERMS AND CONDITIONS OF SERVICE

1. The Customer agrees to secure for the City all necessary rights of way and permits for the performance of this agreement.

2. The duly authorized agents and employees of the City shall have free access to the Customer's premises at all reasonable times, for the purpose of installing meters and other apparatus which the City may desire to install therein in connection with the furnishing of services hereunder, and for the purpose of reading meters and inspecting, repairing or removing the property of the City installed upon the Customer's premises. Only City agents and employees may access City meters and other apparatus. The Customer will not permit anyone to tamper or in any way interfere with the said meter, or other property of the City installed upon the Customer's premises. Upon the failure of the Customer to observe this requirement, the City may at once cut off the service without notice to the Customer.

3. The City will make reasonable provision to insure satisfactory and continuous service, but it does not guarantee continuous service, and will not be liable for loss or damage, incurred by reason of interruption in service, nor for loss or damage caused by unavoidable accident, or causes which the City could not reasonably have foreseen and guarded against. It is expressly understood and agreed that the City's responsibility with respect to the service to be furnished hereunder ceases at the customer side of the water meter, property side of the sewer service line, at the weatherhead for electrical overhead service or at the junction box or transformer for underground electric service. Customer's service is tapped to the City's distribution lines, and that the City shall in no event be liable for any loss or damages caused by the leakage, escape of loss of water or electricity after the same has passed into Customer's service or premises.

4. Terms: Bills are payable on or before the indicated due date. If payment is not received by 5:00 p.m. in the office on the due date, a 10% late charge will be added to your account. Payment received in the night drop after 5:00 p.m. on the due date will be posted the next working day and will be considered delinquent and charged the 10% late charge. The City's receipt of payment in the office during regular business hours and postmarks on mail, are the deciding factors in determining the late fee. Without further notice, service is subject to disconnection 5 days after the due date if payment is not received by the City. If payment is not made, additional late charges and reconnect fees will be assessed. If disconnected, additional deposits may be required before services are reinstated.

5. If the Customer defaults in payment or fails to comply with current City ordinances and policies, the City may, at any time during the continuance of such default, without notice and without liability therefore, discontinue service to the Customer until the default is cured.

6. The Customer will not sell to others or otherwise dispose of any of the services or apparatus supplied by the City hereunder.

7. The residential Customer will list on the service application the names of all adult persons who reside in the residence receiving City service. Where more than one adult is responsible for the use of the service and/or payment of the bills for the City service, the signature of each adult with their social security and driver license numbers must be placed on the City's service application. Adult names listed on lease agreements shall be jointly responsible for payment for services received.

8. The commercial Customer will list on the service application the names of all persons who have an ownership interest and responsibility in the business receiving City service. The federal tax identification number along with their driver license number and a contact phone number must be placed on the City's service application.

9. This agreement supersedes all prior agreements, representations, promises or inducements, written or verbal, made with respect to the matters herein contained.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF SERVICE. (ABOVE)
