

## Application for Utility Services Agreement

Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Renter \_\_\_\_\_ Spouse \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone Number \_\_\_\_\_ Deposit (if applicable) \_\_\_\_\_

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 the statement furnished by the TOWN, the TOWN shall give CUSTOMER or TENANT notice in writing of intent to disconnect water service 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 applicable 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 service 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 issued by the TOWN at the time the deposit is made. The deposit shall be considered as an advance payment for 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 at least one week in advance of planned termination of service.
6. CUSTOMER warrants that he/she/it has the authority to sign this agreement and to grant permission to enter the premises to the Town.
7. CUSTOMER agrees that he/she/it 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 damage 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".

Note: Utility service fees are the responsibility of both husband and wife 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/IT HAS READ ALL OF THE ABOVE PROVISIONS AND AGREES TO THE SAME.

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Customer

Date

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Customer

Date

**NON-OWNER APPLICANT – AGREEMENT OF OWNER - TOWN OF MANTUA**

Application for utility services made by tenant of any owner's rental residence shall be guaranteed the above agreement, signed by owner of the premises or the owner's duly authorized agent in the following form:

**AGREEMENT**

1. I warrant that I am the owner of the property located at: \_\_\_\_\_  
\_\_\_\_\_

2. In consideration of the acceptance of the applications for utility services (water/sewer/garbage) submitted by my tenant(s):  
\_\_\_\_\_

\_\_\_\_\_ OWNER WILL pay for WATER \_\_\_\_\_ SEWER \_\_\_\_\_ GARBAGE \_\_\_\_\_, fees and costs at above said property. Tenant is responsible for the services not checked above on a monthly basis while lease is in effect and living on premises. \*\*

\_\_\_\_\_ OWNER WILL NOT pay for WATER \_\_\_\_\_ SEWER \_\_\_\_\_ GARBAGE \_\_\_\_\_ services at above said property. Tenant is responsible for the services checked above on a monthly basis while lease is in effect and living on premises. \*\* Owner has agreed to have tenant billed monthly for above services and acknowledges that he/she is liable for any utility services if defaulted by tenant. \*\*

\*\*If in default, Owner is responsible for all accrued costs including reconnect fees.

3. I grant a lien upon the premises above described so that any delinquent utility billings must be paid before any services can be provided to any subsequent user of utilities at these premises. This lien shall bind any subsequent owner, possessor, occupant, tenant, landlord, person, or entity using or requesting use of TOWN utilities at these premises.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name of Owner