

## UTILITY AND GARBAGE SERVICE AGREEMENT CUSTOMER PROVISIONS

The undersigned, hereinafter referred to as "Customer," applies to Central Valley Town hereinafter called "Town," for utility and garbage services. Utility and garbage service means the providing of water and garbage. In consideration of the acceptance of this application by the Town and the rendering of these services, the Customer agrees and grants as follows:

1. Customer agrees to pay the utility and garbage services as well as any deposits, and fees for reconnection or vacation at the applicable rates now in effect or as shall lawfully be amended by the Town from time to time in the Consolidated Fee Schedule.
2. **Customer agrees to pay a security deposit** to be held as security by the Town in the case of nonpayment, delinquent account, bankruptcy, etc. The security deposit may be returned to the customer after two years of good payment history as approved by the mayor or town council.
3. Customer agrees to pay all utility and garbage bills by the due date as stated on each bill. It is understood that if the utility and garbage bill become 30 days delinquent, the utility service will be turned off. Utility services shall not be restored until all delinquencies have been paid in full as well as a service reconnect fee.
4. The Town will not be responsible for additional costs incurred by the customer for failure to notify the town that a termination of service is desired.
5. Customer agrees to permit the Town, its agents or employees, to enter the above-described premises at all reasonable times for the purposes necessary and incident to rendering utility and garbage service.
6. Customer agrees to 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.
7. Garbage carts are to be placed off the edge of the road, at least three feet, on the day of the designated garbage pickup.
8. All meters are property of Central Valley Town and should not be tampered with. Please contact Central Valley Town if you should need to turn off your water or if a water problem occurs.
9. Customer agrees to pay a \$5.00 penalty on any amounts not paid by the due date of each month. Customer also agrees to pay all attorney fees and costs in the event of collection proceedings.
10. Customer agrees that all bills and notices shall be mailed to the mailing address listed on the attached Utility Service Application. Any change of this address will require that a change of address be given the Town.
11. Customer agrees to notify the Town, either by telephone or in person, that a termination of utility and garbage services is desired. Any security deposit shall be returned to the customer when a customer moves, and the account balance is \$00.00.
12. When Customer moves, service will not be transferred to the new Customer until the new Customer has filled out the Utility Service Application, signed the Utility and Garbage Service Agreement and has paid the Security Deposit.

BY SIGNING THE CUSTOMER STATES, THEY HAVE READ ALL THE ABOVE PROVISIONS AND AGREE TO THE SAME.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_