

Application and Contract for Utility Service **City of Riggins**

Application Date: _____ Service Effective Date: _____

Owner's Name(s) & Mailing Address: _____ Service Address: _____

City Utility Account Number: ____-_____

Owner's Phone Number: (Home)_____ (Work)_____ (Cell)_____

Owner's E-Mail:_____

Send Bill To: _____ Owner or _____ Authorized Agent

Authorizing Agent Name & Address:

Owner ("Applicant") hereby requests that the City of Riggins (City) provide utility services. Applicant agrees to pay for the services at the rate, at the time and in the manner required by the City Ordinance and rate resolutions of City Council. If, the provisions of this contract and the provisions of the City Ordinance conflict, the City Ordinance shall govern. The City has the right to impose and enforce the penalties provided in such code for non-payment and untimely payment, and to change the rate at any time. The City will make reasonable efforts to notify applicant of rate changes but the absence of receipt of such notice shall not waive the City's right to collect the new rates. The City shall install meters, meter reading devices and other devices it deems necessary to control and measure the quantity of water supplied. Supply of water and sewer services is subject to the provisions of the City Ordinance. The City is neither responsible nor liable to the applicant for any damage that may be caused to applicant or applicant(s) property by any failure of the water system that occurs in the building(s) and the City water shut-off valve. Similarly, the City is neither responsible nor liable for any failure of the sewer system occurring on applicant's property. The City is not liable to the applicant for the consequences, if any, of reductions or interruptions in water supply caused by construction, power failure, fire suppression, repairs, shut-off by reason of non-payment of rates, or otherwise, nor shall any of the same reduce or eliminate applicant's obligations to pay utility statement. The failure to receive a bill does not diminish or eliminate applicant's obligation to pay the rates.

Applicant's obligation to pay the utility statement continues until such time that a transfer of ownership of the premises is recorded at the County Recorder's Office, or until a replacement owner/applicant of the same premises applies for service and completes a contract for service, and such new application is approved. The Applicant agrees and understands that only a representative of the City is allowed to turn on or off any City utility service. The Applicant further agrees to take no action to obstruct, cover meters or shut off devices or otherwise prevent the City's authorized representative from making records, readings and inspections of the location, condition and sufficiency of pipes, fittings, valves, fixtures and appliances.

Applicant agrees to grant free access to the City's authorized representative during reasonable hours to carry out such official duties necessary for the proper operation and maintenance of water and sewer systems. Denial of access to or any physical or verbal abuse of any employee carrying out such duties shall entitle the City to discontinue service to the applicant, among other remedies.

Utility bills become delinquent after the 30th day of the month they are rendered. Service charges and interest, as detailed in City Ordinance, shall apply to all delinquent utility bills. Each applicant desiring water, sewer or both services shall pay a refundable deposit to the City in an amount as established by city ordinance.

If the property is rental property, the owner must sign this contract. If the owner has a legally authorized agent, both the owner and the agent must sign this contract; provided, however, naming an authorized agent shall not relieve the owner of the duty to pay all utility services charges. This contract was agreed to and executed in Idaho, and Idaho law governs its interpretation. The District Court of the State of Idaho, in and for Idaho County shall have exclusive jurisdiction over any litigation arising under this contract or dealing with the matter of utility services at the service address. The Applicant agrees as a condition of receiving such service, to waive any right to appear in District Court to settle a dispute arising from such service, unless he or she first gives the Riggins City Council an opportunity to rectify issue.

In further consideration for the provision of municipal utility services, an owner contracting with the City to have his premises receive such services hereby expressly consents to the placement of a tax lien upon his or her premises in the event charges for utility service become delinquent and either a hearing is not requested in accordance with City Ordinance, or an adverse decision is rendered by the City pursuant to said section. Such tax lien shall be in the amount described in City Code Ordinance.

I understand that only the legal titled owner of a specific parcel of real property, or authorized agent can request municipal utility services for such real property. If an owner has hereby designated an Authorized Agent, such Agent shall be deemed by the City, to be authorized by said owner to act on behalf of said owner in all matters relating to this contract for utility services. The City shall presume that said Owner's agent is acting in the best interest of Owner, and with Owner's full knowledge and consent with respect to all matters and business conducted pursuant to this contract. All billings, notifications, correspondence, and other business dealings between Owner's Authorized Agent and the City shall have the same legally binding effect as if the City were transacting said matters or business directly with the property owner.

Signature of Owner Date

Mayor Date

Signature of Authorized Agent Date