

Office use only:
Account # _____
Meter Read _____

RIVER HEIGHTS CITY
520 S 500 E
UTILITY SERVICE AGREEMENT

Please complete the application and return it to River Heights City, along with the deposit of \$50.
(Office hours: M-Th, 10:00 a.m. - 2:00 p.m.)

CUSTOMER NAME _____

DRIVER'S LICENSE NUMBER _____ SSN _____

RENTING _____ LANDLORD _____ MOVE IN DATE _____

BUYING _____ PREVIOUS OWNER _____ CLOSING DATE _____

SPOUSE NAME _____ SSN _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____

EMPLOYER _____

NAME	ADDRESS	PHONE
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SPOUSE EMPLOYER _____

NAME	ADDRESS	PHONE
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PERSONAL REFERENCES (FRIEND/ASSOCIATE/RELATIVE) - LIST TWO

NAME	ADDRESS	PHONE
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NAME	ADDRESS	PHONE
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The undersigned, hereinafter referred to as CUSTOMER, herewith applies to River Heights City Corporation, hereafter referred to as CITY, for water, sewer, and garbage services, hereafter referred to utility services. In consideration of the acceptance of this application by the CITY, the CUSTOMER agrees to the following:

1. CUSTOMER agrees to pay for such services in accordance with the rules and regulations and at the applicable rates for such service now in effect or as the same shall lawfully be amended from time to time.

2. CUSTOMER agrees to be bound by the rules, regulations, resolutions, or ordinances enacted or adopted by the governing body applicable to the CITY's utility systems. It is understood that the CITY may, but need not, apply the deposit upon bills due for prior services and that the right of the CITY 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 services. On final settlement of CUSTOMER's account, any unused balance of the deposit will be refunded to CUSTOMER. The deposit shall not 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 CITY to apply the deposit to any account to avoid delinquency.
3. If CUSTOMER fails to pay the billed amount by the specified due date printed on the bill, which is thirty (30) days after the bill date, under CITY ordinance the account will be classified as delinquent. The CITY has elected to give CUSTOMER a grace period of 10 days after that time period. A 1.5 percent interest charge will be accrued on all balances over thirty (30) days from the bill date.
4. A service charge of \$15 will be assessed for each returned check.
5. CUSTOMER agrees to notify the CITY at least one week in advance of planned termination of service.
6. CUSTOMER warrants that he/she has the authority to sign this agreement and grant permission to enter premises to the CITY.
7. CUSTOMER agrees that he/she will make certain that the meters and equipment are readily accessible to the CITY and that there are no barriers or animals which would prevent reasonable access thereto. If the meter isn't accessible, the CITY will give 30 days notice to CUSTOMER to make the meter accessible. After 30 days, the CITY will make the meter accessible and bill CUSTOMER for any work performed.
8. CUSTOMER agrees to pay any damage to the meters or the equipment excepting normal wear.
9. At the request of the CUSTOMER, there will be no charge to have the water shut off at the meter although, a fee of \$25 will be charged to the CUSTOMER to have the water reconnected.
10. CUSTOMER agrees that the CITY shall have the right to institute collection proceedings by all means available to it, including suit in a court or proper jurisdiction. The CUSTOMER further agrees to pay all costs of collection including court costs and attorney fees.
11. Any notices which are to be given to CUSTOMER shall be mailed to CUSTOMER at the address listed under "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.

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

CUSTOMER SIGNATURE

DATE

DEPOSIT AMOUNT _____

RECEIVED BY _____

SECURITY DEPOSIT

1. Any new customer application for water, sewer, or garbage services, shall require the applicant or purchaser to make a security deposit as required by resolution.
2. The security deposit for each single family dwelling unit, living unit, or apartment shall be **\$50**.
3. It is not the City's policy to accept letters of credit or bonds as alternative to a cash deposit for resident or commercial accounts.
4. The security deposit amount may be applied to your bill after two (2) years of continuous service with a good credit record with the City.
5. Upon moving out, in less than two (2) years, your deposit will be applied to your final bill. The city does not refund amounts less than five (5) dollars.

DELINQUENT ACCOUNT POLICY

1. If a customer fails to pay the billed amount by the specified due date printed on the bill, which is thirty (30) days after the bill date, under City ordinance the account will be classified as delinquent. The City has elected to give customers a grace period of 10 days and after that time period, a 1.5 percent interest charge will be accrued on all balances over thirty (30) days from the bill date.
2. The customer is notified of the delinquent amount by the next bill (approximately one month after the due date). If the past due amount has not been paid upon receiving the new bill, then within 5 days later a final blue notice will be sent stating that the payment of delinquent amount must be made in 7 days and that shut off will occur on the 9th day. The following exception applies:

If the customer has had a current account up until the shut off bill, the City will grant an extension to the account. This only applies to customers who have good standing payment records.

3. If the customer has a question regarding their account, they can contact the city recorder or city clerk. If their question is not answered sufficiently, they will be referred to the council member over water and sewer who has the authority to adjust the accounts and resolve the problem.
4. If the customer is still dissatisfied, they can appeal the decision of the council member to the City Council who has the authority to resolve the situation.
5. An account holder who is unable to pay a delinquent account balance on demand shall have the right to receive utility service under a deferred payment agreement, if requested.
6. The account holder and the city recorder/city clerk shall set amount of the equal monthly installment which

includes current charges plus a deferred payment agreement, provided that the full amount of the delinquent balance, plus interest, shall be paid within six (6) months if account is under \$300.00 and twelve (12) months if the account is over \$300.00, provided that the account holder agrees to make an initial payment. The account holder shall have the right to pay the outstanding balance due under a deferred payment agreement at any time during the term of the agreement.

7. The terms of the deferred payment agreement shall be in written form, and then signed and dated by the city recorder/clerk, and the customer. A copy is to be given to the customer with the original to remain in the office.
8. If an applicant or account holder breaches any condition or term of a deferred payment agreement, River Heights City will treat that breach as a delinquent account and shall have the right to terminate services immediately. Utility service will not be reconnected until all delinquent balances are paid in full and a minimum deposit of two average months utility bills are paid.
9. A deferred payment agreement will include a finance charge not to exceed 1.5 percent per month.
10. When accounts are put on a deferred contract agreement, have declared bankruptcy, or have received help through other funds they are put on a "Keep Current List." The City will tag them within seven (7) days after the due date of the first bill. The City requires payment immediately. The customer must keep the deferred payment agreement and their current bills caught up as they continue to clear up back balances.
11. Any service disconnected as a result of nonpayment shall be charged the sum of twenty five dollars (\$25) for each service reinstatement, only to be done, during working hours, 9:00 a.m. to 4:00 p.m. If the customer does not have a current security deposit, a new security deposit will be required.

If an account becomes delinquent, due to an error on the City's part, such as non-reads, multiplier error, etc., any amount under \$300.00 will be given up to 6 months to repay the balance with no interest. Any amount over \$300.00 will have 12 months to repay the balance with no interest.

The City will provide information up to 2 years either for the City or for the customer. Any information needed by the customer back farther than 2 years must be documented by the customer. Any abnormal circumstances not covered in this policy will be dealt with on an individual basis.

DIVORCE SITUATIONS

1. When the spouse that originally signed for utilities is leaving the location, the remaining spouse needs to come in and fill out a new Utility Service Agreement, complete with new references and signature.
2. The new name and information on the transfer will be entered under the same account number and should then be attached to the back of the original Utility Service Agreement for that address. This will leave the departing spouse's information available if necessary, but have the deposit and bill under the remaining spouse's name.
 - A. The departing spouse must write a note authorizing the release of the deposit to the spouse staying at the location. This is done to prevent the departing spouse from coming back and asking for that money later.
 - B. In the event that the departing spouse is not available to give a note, the transfer form with the information and signature will be sufficient.
3. If a couple that is getting divorced had NO deposit, the spouse that is staying at the location won't need to make a deposit if their credit history is good. Later, if the City has problems with that customer, a bad credit deposit will be required from them to insure final payment.