

Fillmore City Commercial Utility Service Agreement

Business Name: _____

Type of Business: _____ **Business Phone:** _____

Owner Name: _____ **Owner Phone:** _____

Address to be served: _____

Mailing Address: _____

Email Address: _____

Email utility bill: Yes No **Property Owner:** Yes No

Emergency Contact: _____ **Contact Phone #:** _____

Connection Fee: \$ 35.00 **Read Fee: \$17.50** **Security Deposit: \$210.00**

Total Due: \$ 245.00 \$227.50

Service Connection Date: _____

The undersigned (customer) applies to Fillmore City Corporation (City) for electric, water, sewer, and garbage services (utility services). Acceptance of this application by the City for supplying these services, the customer agrees to the following:

- Security Deposit – All new customers require a deposit, with City policy establishing the amount of the deposit. If the customer is the owner of the premises, and has been current in payment of all utility bills for a period of two years, the deposit shall be applied as a credit on the utility bill. The deposit shall not be considered an advance payment for any service. The deposit cannot be applied to the utility bill to avoid delinquency. The City will not pay interest on any security deposit. The City may use the security deposit to settle the customer's account upon termination. Habitually delinquent customers may be assessed an increase in the security deposit as detailed in City policy.
- Payment for Utility Services – The utility bills are due by the 15th of each month and become delinquent after that date. A penalty of five percent (5%) will be added to all delinquent utility bills.
- Termination for Nonpayment – The City may terminate utility service for nonpayment after notices have been mailed stating the City's intent to discontinue utility services. Utility services shall not be restored until all delinquencies, reconnection fees, and any applicable deposits are paid in full. The City shall not be responsible for injury or damage resulting from such termination.
- Connection Fees – Residential connection fees, which are established by City policy, shall be paid before connection is made to City utility service.
- Customer Responsibilities –
 1. The customer agrees to pay for utility services as detailed in City policy at the applicable rates, which may be lawfully changed from time to time.
 2. The customer agrees to permit the City, its agents or employees, to enter the above-described premises at all reasonable times for purposes connected with the services covered under this agreement.

3. The customer agrees to notify the City at least one week in advance of planned termination of service.
4. The customer agrees to 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.
5. The customer agrees to pay any damage to the meters or other equipment excepting normal wear.
6. The customer agrees to pay reasonable expenses of collection, including attorneys' fees and court costs, should it become necessary to collect the charges made to the customer's account.
7. The customer shall take and use power in such a manner so as not to cause disturbance or voltage fluctuation on the City supply system. The customer shall take remedial measures at his own expense by way of installing suitable apparatus as may be necessary to reduce any disturbance, fluctuations, or interference to a level deemed tolerable by the City.

➤ City Responsibility – The City agrees to use reasonable diligence in providing a regular and uninterrupted supply of power, but does not guarantee a constant supply of power or the maintenance of unvaried frequency or voltage, and will not be liable for damages to the customer by reason of any failure in respect thereof. The City is not responsible for losses that are acts of nature (wind, rain, snow, hail, earthquake, tornado, flood, lightning, extreme heat, ice, animals, etc.). Also, acts of terrorism, vandalism, or acts of war are not the responsibility of the City.

I have read and agree with all of the above provisions and have received a copy of this for reference.

Business Name

Representative Signature

Date

Fillmore City Corporation

Date