

# Fillmore City Residential Tenant Utility Service Agreement

Full Name \_\_\_\_\_ Spouse Name \_\_\_\_\_

Employer \_\_\_\_\_ Spouse Employer \_\_\_\_\_

Address to be served \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address \_\_\_\_\_

Email Utility Bill:  Yes  No

Landlord \_\_\_\_\_ Landlord Phone # \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Driver License # \_\_\_\_\_ Spouse License # \_\_\_\_\_

Connection Fee: \$35.00 Read Fee: \$17.50

Service Connection Date: \_\_\_\_\_ Dogs:  Yes  No License # \_\_\_\_\_

The undersigned (tenant/customer) and property owner (landlord) applies to Fillmore City Corporation (City) for electric, water, sewer, and garbage services (utility services and agrees to the following:

- Security Deposit – Please ask your landlord if a separate utility security deposit will be required. The City does not collect a security deposit from tenants.
- Payment for Utility Services – Utility bills are due by the 15<sup>th</sup> 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 a shut-off notice has been mailed to you; the landlord will be advised of the delinquent status of the account. Utility services shall not be restored until all past due amounts and reconnection fees are paid in full. The City is not responsible for injury or damages resulting from termination for nonpayment.
- Connection Fees – Residential connection fees are established by City policy and shall be paid before connection is made to City utility service.
- Tenant/Customer Responsibilities
  1. The tenant/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 tenant/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 tenant/customer agrees to notify the City at least one week in advance of planned termination of service.
  4. The tenant/customer agrees to make certain that there are no barriers or animals, which would prevent reasonable access to the meters and equipment.

5. The tenant/customer agrees to pay any damage to the meters or other equipment excepting normal wear.
6. The tenant/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 tenant/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 tenant/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 personal reference.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fillmore City Corporation

\_\_\_\_\_  
Date

## APPLICATION FOR SERVICE BY OWNER

In consideration of the acceptance of the application for water, sewer, or electric service submitted by \_\_\_\_\_ (tenant/occupant), I (or we) shall pay for all water, sewer, or electric services for such tenant(s) or occupant of owners property located at \_\_\_\_\_ (address) in the event such tenant or occupant fails to pay for the same according to the ordinances, rules, regulations, or resolutions enacted by Fillmore City. The owner 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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Owner/Landlord

Accepted for Fillmore City by: \_\_\_\_\_ Date: \_\_\_\_\_