



Sugar City

Steven Adams, Mayor
Wendy McLaughlin, Clerk-Treasurer
Shelley Jones, Deputy Clerk-Treasurer
Arlynn Jacobson, Public Works Director
Jonathan Turner, Code Enforcement Officer

Utility Service Agreement

Owner ("Applicant") hereby requests that the City of Sugar City (the "City") provide utility services. Applicant agrees to pay for the services at the rate, at the time and in the manner required by the Sugar City Code and rate resolutions of City Council. If the provisions of this contract and the provisions of the Sugar City Code conflict, the Sugar City Code 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 through legal publication in the Rexburg Standard Journal but the absence of receipt of such notice shall not waive the City's right to collect the new rates. The City may at its option install such meters, meter reading devices and other devices it deems necessary to control and measure the quantity of water supplied. Supply of water, sewer and sanitation services are subject to the provisions of the Sugar City Code. 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 the rates. The failure to receive a bill does not diminish or eliminate applicant's obligation to pay the rates.

Applicant's obligation to pay the rates 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 by the City.

Applicant agrees that only a representative of the City be 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, cocks, 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 operations 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 on the date stated on the face thereof. Penalties and service charges are applied to utility bills that are delinquent. Pursuant to the Sugar City Code, penalty is 2% of the amount past due. If there is a failure to pay or acceptable arrangements to pay are not made, then the service will be shut off. Shut off to occur not less than ten (10) days following delivery of billing notice and not on a Friday, Saturday or Sunday. Fees for shut off are set by resolution and are \$25 to reconnect to the service.

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 Madison 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 complies with the administrative procedure set forth in Sugar City Code.

If the property to be serviced by this Agreement is located outside the city limits of the City, then the applicant/owner of said property irrevocably agrees not to object and consents to the annexation of the property being served by city utilities. This election shall be binding on the owner/applicant, and his/her/their/its successors, heirs, and assigns.

Signature of Owner(s)/Applicant(s)

Date

Signature of City's Authorized Representative

Date