

**SERVICE AGREEMENT**

Name \_\_\_\_\_

Service Address \_\_\_\_\_

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

Home Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Application is for: \_\_\_\_\_ Change of Ownership \_\_\_\_\_ Renting\* \_\_\_\_\_ Other

\*If account results in default, any past due balance will be the responsibility of the property owner.

This agreement is subject to terms and conditions contained below. By signing below, I acknowledge that I have read the entire agreement, including the terms and conditions stated below, and agree to such terms.

I request Wolf Creek Water and Sewer Imp. District to supply Culinary and Secondary Water and Sewer to the service address herein under the District's authorized rate schedule. In consideration of the District's acceptance of this application and its rendering of water service hereunder, I agree to pay for such service in accordance with all existing rules and regulations and at the applicable rates for such service in effect or as lawfully amended or changed from time to time. I understand that if I am connected to the secondary irrigation system, I agree to restrict and limit all use of culinary or potable water to purposes within the household, and such culinary water shall not be utilized for outside watering of lawn, plants, or any other outside uses.

I agree to pay District. for water, sewer, and secondary service, if said service is in my name and not provided for by my association, in accordance with all existing rules and regulations applicable at the time of service or as lawfully amended or changed from time to time.

Interest will be charged on unpaid accounts at the rate of 1.5% monthly (18% per annum) authorized by Board of Trustees and contained in the District's Policies & Procedures, which provisions are incorporated herein by this reference, and which are available upon request. The stated interest rate is also applicable to judgment interest. If the District find it necessary to take legal action to collect any amounts due on my account, I agree to pay court costs and such additional sums as attorney's fees as the court may deem reasonable.

I agree to permit the District, through their agents or employees, to enter upon the utility's easement at the service address at all reasonable times for all purposes necessary for or incident to the rendition of water or sewer service.

I understand that the water, irrigation, and sewer service include a meter, a meter box, a cover, and a valve service line to the property line. I understand that this equipment is the property of the District, and I agree to make no changes to the meter or permit anything to be done that will cause the meter or its associated equipment to be ineffective or inaccurate. If any of the foregoing is done, the District, upon discovery thereof, may refuse or discontinue service until the condition is corrected at my expense. I also understand and agree all maintenance and repairs to equipment from water and/or irrigation meter to the house is my responsibility.

I understand and agree to abide by the existing rules and regulations and policies of the District, as those policies and procedures may change from time to time. The District will assess their own rules, fees and charges as set forth by the Board of Trustees which include but not limited to monthly service fees, late fees, and applicable legal fees for collection purposes. I agree if I do not abide by these rules, regulations and policies and remain current with my account, Wolf Creek Water and Sewer Improvement District shall have the right to discontinue service.

I understand and agree that District's commitment to provide water is excused if interrupted or precluded by diminished water supply from natural fluctuation, earthquake, drought, fire, strike or labor dispute, riot, war, facility failure, orders of court or governmental agencies having jurisdiction, governmental regulation, or changes to the same, change in climatic conditions, Act of God, or the natural event or contingency beyond the District's reasonable control.

I understand and agree that the District has provided infrastructure to all properties within their service boundary and I will be charged stand-by fees until such connections are requested and installed and I will be responsible for all late fee, interest, and all applicable legal fees for past due balances.

I understand and agree that if I decide to rent my home to a renter and payment in full has not been paid to the District, I am the recorded owner of the property and will be responsible for the charges.

I understand and agree if service is discontinued for reasons of payment default or at my request, **monthly usage fees will still apply, and I will be responsible for those payments.**

Print Name: \_\_\_\_\_ Driver License # \_\_\_\_\_ State \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_