

**WARREN COUNTY UTILITY DISTRICT APPLICATION & SERVICE AGREEMENT**

Date of Application \_\_\_\_\_ Cust. Name: \_\_\_\_\_ Cust. Acct. No. \_\_\_\_\_

Connect Fee: \_\_\_\_\_ Tap Fee \_\_\_\_\_ Owner \_\_\_\_\_ Renter \_\_\_\_\_ Check \_\_\_\_\_ Cash \_\_\_\_\_

I hereby make application to the Warren County Utility District to be supplied with water service at my property located at \_\_\_\_\_

In consideration for the provision of water service, I agree as follows:

1. The subscriber agrees to abide by the District's Rules and Regulations governing the provision of water service to its customers. The subscriber understands that the District has the right to amend its Rules and Regulations at any time. When the provisions of this application for service and subscription conflict with the District's Rules and Regulations, the District's Rules and Regulations shall control.
2. The subscriber agrees to pay the District for water service at the rates set forth in the District's schedule of rates and charges and to pay all other applicable fees and charges in the District's Rules and Regulations which may be revised and amended at any time. The tap fee and connection fee as shown shall be paid simultaneously with the execution of this application for service and subscription agreement.
3. The subscriber agrees to abide with the District's billing and cutoff procedures as follows:
  - a. **Billing Routes 10 thru 20:** Bills are mailed by the 24<sup>th</sup> of each month and are due by the 5<sup>th</sup> of the following month. If the bill is not paid by the 5<sup>th</sup>, the customer will have until the 15<sup>th</sup> to pay. If the bill is still not paid the meter is then locked. To get the service restored, the entire bill, along with a \$35.00 service charge, (an additional \$15.00 after business hours) must be paid. The meter will then be unlocked.
  - b. **Billing Routes 22 thru 27:** Bills are mailed by the 1<sup>st</sup> of each month and are due by the 12<sup>th</sup> of the following month. If the bill is not paid by the 12<sup>th</sup>, the customer will have until the 22<sup>nd</sup> to pay. If the bill is still not paid the meter is then locked. To get the service restored, the entire bill, along with a \$35.00 service charge, (an additional \$15.00 after business hours) must be paid. The meter will then be unlocked.
  - c. **Billing Routes 30 thru 45:** Bills are mailed by the 9<sup>th</sup> of each month and are due by the 20<sup>th</sup> of the same month. If the bill is not paid by the 20<sup>th</sup>, the customer will have until the 30<sup>th</sup> to pay. If the bill is still not paid, the same procedure is followed as in Routes 10 thru 20 and 22 thru 27 above.
4. The subscriber agrees to install and maintain at his or her own expense all water service lines, regulators, backflow preventers, and shut off valves on his or her property subject to the District's Rules and Regulations. The District has the right to inspect only. The customer must maintain the water service line on his or her property. WCUD is not responsible for angle valves leaking through and damaging houses, floors, or any personal property. Owner must have a shut off valve installed on customer's side of water line to insure water is turned off.
5. The subscriber agrees to begin using water immediately after being notified by the District that water service is available.
6. The subscriber understands that the water meter, cut-off valve, and line connecting them to the water main shall remain the property of the District and may be removed by the District upon the discontinuance of service.
7. In the event the District's water meters, meter boxes, water mains, or other equipment are damaged or destroyed by the subscriber or by anyone upon the subscriber's premises with his or her permission, the subscriber agrees to pay for the costs of repair or replacement of the District's property.
8. The subscriber understands that the tap and water meter are to service only one residence or establishment and necessary out buildings and that water shall not be diverted for any other purpose.
9. The subscriber grants the District's employees, agents, and representative's permission to enter upon the subscriber's premises for the purpose of reading meters, servicing its equipment, disconnecting service, or for any other reason necessary or incidental to providing water service to its customers.
10. The subscriber understands that the District has the right to shut off water service at any time to make repairs or at any other time the District deems necessary.
11. The subscriber understands and agrees that the District shall not be liable for any damages resulting from a failure to supply a sufficient quantity of water or a failure to supply water of any particular quality. The subscriber understands and agrees that the District makes no representation that its water supply will be sufficient for protection against fire and that the District shall not be liable for any damages resulting there from.
12. The subscriber understands and agrees that the District shall not be liable to the subscriber for any damages resulting from high pressure, low pressure or fluctuations in pressure in the district's water distribution system.
13. The subscriber understands and agrees that the District shall not be liable for any damages resulting from its failure to provide water services by reason of fire, tornado, earthquakes, strikes, extreme weather conditions or any act of God.
14. The subscriber agrees that this application for service and subscription agreement is not assignable. When a subscriber sells, leases, or subleases the property described herein, he or she shall notify the District. The District shall require that the purchaser, lessee, or sublease, execute a new application for service and subscription agreement.
15. If the District is unable to provide water service upon the execution of this application for service and subscription agreement, the full amount of the fees prepaid as shown below, shall be refunded to the subscriber. The subscriber understands that any bonds issued or any loan obtained to finance the District's water distribution system will not be a lien against the subscriber's property and that no taxes can be levied to pay the bond.
16. After the termination of water service, the subscriber agrees to pay all outstanding charges and costs under the District's Rules and Regulations including invoices, costs of repair of the District's meter or other facilities, invoices, for statements and late penalties, unpaid fees and charges, interest on all such obligations at the maximum legal rate, and court costs and reasonable attorney fees in the event the District shall employ the services of any attorney to collect such outstanding amount.
17. Any meter that is locked, due to unpaid charges and is tampered with, the District will charge a \$100.00 Tampering Fee.
18. Pay your bills by credit/debit cards, bank draft, First National Bank, Security Federal Bank, Homeland Bank, Citizens Tri-County Bank, Main office night box and drive thru window, mail, or online. *(Revised on July 31, 2015)*
19. **WCUD is an equal opportunity employer/Title VI of the 1964 Civil Rights Acts Apply.**

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SUBSCRIBER

\_\_\_\_\_  
DATE

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WCUD REPRESENTATIVE