



# UTILITY APPLICATION & AGREEMENT

Non-refundable Application Fee \$10.00

Must be filled out in full

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

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

Home Phone# \_\_\_\_\_ Cell Phone# \_\_\_\_\_

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

*Address*

*City*

*State*

*Zip*

Soc. Sec # \_\_\_\_\_ Employer \_\_\_\_\_

Drivers Lic # \_\_\_\_\_ Employer Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Employer Phone # \_\_\_\_\_

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

Previous Address \_\_\_\_\_

Check which one applies to you: Home Owner  Landlord  Business

Have you/or your spouse ever had an account with Lindon City?  Yes  No

If yes, under what name? \_\_\_\_\_

**The Undersigned applies for utility services for the premises given above, and hereby agrees as follows:**

1. To pay charges for such utility services as is fixed from time to time by the Lindon City Council until such time as the Undersigned will direct such services to be discontinued.
2. In the event of a failure to pay, utility charges or in the event of a failure of the Owner or Occupant to conform to the ordinances and regulations established by the City Council regulating the use of the utilities, that Lindon City will have the right to enter upon the said property and to discontinue the water and sewer service at its election, pursuant to Ten days written notice of the City's intention until all delinquencies and any reconnecting fees and deposits imposed are paid in full or until any failure to conform to this ordinance or regulations issued there under is eliminated.
3. To be bound by the rules, regulations, resolutions and ordinances heretofore or hereafter enacted or adopted by Lindon City applicable to the City's utilities.
4. It is agreed and understood that the City may, but need not, apply the security deposit referred to above to any bills due for utility service and that the right of the City to shut off service as above provided will exist even though the deposit has not been applied to the payment of past due bills for services. On final settlement of Applicant's account, any unused balance of the deposit receipt issued by the City at the time of utility service will not have the right to compel the City to apply the deposit to any account to avoid delinquency.
5. Should the Applicant breach this Agreement, the Applicant will pay all costs of collection and of enforcement, including a reasonable

- attorney fee. The applicant also agrees that if any utility service charge is not paid when due, Applicant will pay a monthly late fee in the sum of One and One Half percent (1.5%) of the delinquent payment. which a late fee will accrue each and every month until the account is paid in full.
6. All notices to Applicant will be sufficient if mailed by first class mail, postage prepaid to the address of applicant as set forth above.
7. By executing the Application, Applicant also agrees to permit Lindon City to install water meter and service on the premises near the front property line, and consents to Lindon City, through its agents, to enter upon the property serviced by said system for the purpose of installing meters and reading and maintaining said system and meters.
8. The City may alter, refuse, or discontinue utility services if a debtor in a bankruptcy or bankruptcy trustee, within twenty days after the date of the bankruptcy petition was filed, does not provide the City adequate assurance of payment of post-petition utility services in the form of a deposit or other security.
9. The remedies provided herein will be deemed and construed as cumulative, so the exercise by Lindon City of any one remedy will not deprive it of the exercise of any other remedies so provided and said remedies of the City provided for herein are not exclusive of any other remedy to the City at law.
10. Applicants must notify Lindon City in writing any errors of a statement within 90 days after mailing the statement on which the error or problem appeared or failed to appear. If no notice of error is received within the 90-day period, the account will be deemed correct and the City will have no recourse for errors.

Customer Signature

Date

**Internal Use Only**

Customer # \_\_\_\_\_

Receipt# \_\_\_\_\_

Garbage Cans

Meter # \_\_\_\_\_

Recycle

EMR# \_\_\_\_\_

Request Sent \_\_\_\_\_

TerminationDate \_\_\_\_\_