

Application and Contract for Utility Service
City of McCall ** 216 E. Park St., McCall, Idaho 83638-3832

Application Date: _____

Service Effective Date: _____

Owner's Name(s) & Mailing Address:

Service Address:

Account Number: _____

Owner's Home Phone No. _____

Send Bill To: _____ Owner or _____ Authorized Agent

Owner's Work Phone No. _____

Owner's Authorized Agent – Name & Mailing Address:

Owner's Facsimile No. _____

Owner's Social Security No. _____

2nd Owner's Social Security No. _____

Phone No. _____

Automatic Payment Authorization Received: _____

Date: _____ - OR -

Credit Reference Letter Received: _____

Date: _____ - OR -

Deposit Amount Received: \$ _____

Date: _____

Terms and Conditions

Owner ("Applicant") hereby requests that the City of McCall (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 McCall City Code and rate resolutions of City Council. Pursuant to McCall City Code there is no reduction in monthly water and sewer base rate fees while the water meter is shut off. If the provisions of this contract and the provisions of the McCall City Code conflict, the McCall 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 Star News 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 and sewer services is subject to the provisions of the McCall 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 operation 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.

Application and Contract for Utility Service (Continued)

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 McCall City Code, penalty is 10% of the amount past due, and service charge is 1.5% monthly.

Each applicant desiring water, sewer or both services shall pay a refundable deposit to the City in an amount equal to the expected billings for such service(s) for three months at the premises desired to be served. The City Treasurer shall determine this amount and such deposit shall be required unless the applicant has had with the City, within the past two (2) years, one or more accounts for utility service, in his own name, and has had satisfactory payment record for the last twelve (12) months such account(s) was (were) in effect or the applicant may provide a letter or copies of bills from another utility for 12 months of current service with such utility showing a "satisfactory payment record", or the applicant agrees to maintain automatic payment of their water or sewer service or both bills for a minimum period of twelve months with a "satisfactory payment record". Failure to maintain a "satisfactory payment record" during the first twelve months of automatic payment of water or sewer or both services bills for a minimum period of twelve months with a "satisfactory payment record" will require that the applicant shall immediately pay such deposit in order to maintain service. A "satisfactory payment record" shall be defined as one in which all payments were made on or before the date due, for all accounts in effect during the aforementioned twelve (12) months

If the property is rental property, the owner must sign this contract. If the owner has a legally authorized agent, both the owner and the agent must sign this contract; provided, however, naming an authorized agent shall not relieve the owner of the duty to pay all utility services charges.

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 Valley 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 McCall City Code Section 6-4-260.

In further consideration for the provision of municipal utility services, an owner contracting with the City to have his premises receive such services hereby expressly consents to the placement of a lien upon his or her premises in the event charges for utility service become delinquent and either a hearing is not requested in accordance with McCall City Code section 6-4-260, or an adverse decision is rendered by the City pursuant to said section. Such lien shall be in the amount described in McCall City Code section 6-4-220, paragraph (A). Additionally, a service charge in the amount of one hundred dollars (\$100) shall be included in the lien filed with the county recorder, which shall also be required to be paid in satisfaction of full payment of the lien. Such service charge being for the purpose of filing expenses and labor incurred in the production of paperwork required for the lien.

Pursuant to McCall City Code section 6-4-280, it shall be unlawful for any person who is not the legal owner of a specific parcel of real property, receiving or requesting municipal utility services for such real property, to represent upon an application for utility services or contract that such person is the legal owner of the real property for which utility service is being requested; nor shall a person make any other false representation for the purpose of receiving such services. Violation of this section shall be considered a misdemeanor and shall be prosecuted as such.

If an owner has hereby designated an Authorized Agent, such Agent shall be deemed by the City, to be authorized by said owner to act on behalf of said owner in all matters relating to this contract for utility services. The City shall presume that said Owner's agent is acting in the best interest of Owner, and with Owner's full knowledge and consent with respect to all matters and business conducted pursuant to this contract. All billings, notifications, correspondence, and other business dealings between Owner's Authorized Agent and the City shall have the same legally binding effect as if the City were transacting said matters or business directly with the property owner. Before a person can serve as authorized agent, such person must be in the business of, and regularly engaged or employed as a professional leasing agent or property manager.

_____ Signature of Owner	_____ Date	_____ Signature of Authorized Agent
_____ Signature of City's Authorized Representative REVISED 04/30/10	_____ Date 2	