

Utility Agreement

THIS AGREEMENT made and entered into by and between the undersigned Customer(s) and the City of Auxvasse, Missouri, as it relates to the providing of the City to the Customer(s) of water service, sewer service and solid waste service, any or all of which are hereinafter referred to as service to the Customer(s), WITNESSETH:

The Customer(s) covenants and agrees with the City that in consideration of the City having provided any or all of the above services that:

1. The Customer(s) will timely pay all charges and fees charged by the City to the Customer's account of the City providing such service.
2. The City shall have no liability to the Customer for any interruption of the service to the Customer.
3. **The City, its agents, employees and assignees, shall have the right** to enter upon the premises served by the City which premises are described below for the purposes of inspection, repair, replacement and discontinuance of service to the premises. **The Customer herewith grants to the City, its agents, employees and assignees the right** to enter onto the premises herein described at any and all reasonable times without notice to the Customer for the purpose or purposes of repairing such service, replacing such service, commencing or turning on said service and for the purpose of discontinuing said service.
4. The Customer agrees to comply with all ordinances, rules and regulations including payment of increase in charges or fees for water, sewer and solid waste service or any of the services provided by the City, whether now in existence or hereafter enacted. **If Customer is delinquent, a late notice will be sent to the Landlord of premises if home is being rented to inform the Landlord of the situation.**
5. The Customer agrees to timely pay all charges levied, charged or assessed by the City on account of the service or services provided including late charges, disconnection/reconnect charges or fees, and any penalties imposed as a result of the use, misuse or failure to pay for such service.
6. The Customer covenants and agrees to hold and save the City harmless on account of all liability which may be asserted against the City on account of the water, sewer and solid waste service at said premises.
7. The Customer covenants and agrees to hold and save the City harmless on account of any claim asserted the Customer, the Customer's household members, family members and guests at the premises hereinafter designated on account of such water, sewer and solid waste service or any malfunction thereof.
8. The Customer agrees that in the event of any dispute concerning the liability of the Customer to the City or the City to the Customer, the venue of such cause shall be in Callaway County, Missouri.
9. The Customer who has signed this Agreement represents and covenants with the City that the said Customer is the only person or entity who is entitled to the premises and are the only person(s) or entity that is entitled to possession of the premises herein after described.

10. The premises herein above referred to is located at _____

Auxvasse, Missouri, and includes all improvements located thereon. **Are you renting?** **Yes** **No**

11. All statements made herein are true and accurate to the best of the Customer's belief.

Total Deposit is One Hundred Fifty-Five Dollars (\$155.00).

IN WITNESS WHEREOF, the Customer has caused this Agreement to be executed this _____ **day of** _____, 20_____.

Customer (Printed Name)

Customer (Signature)

Mailing Address of Customer: _____

Telephone Number of Customer: _____

Owner of Premises (if different than Customer): _____

Email Address: _____

E-Bill: **Yes** **No**