



**BUSINESS RENTAL
UTILITY APPLICATION & AGREEMENT
Non-refundable Application Fee \$10.00**

OWNER'S /OFFICER'S NAME _____

SERVICE ADDRESS _____ Requested Install Date _____

OWNERS MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____ Phone # _____

FAX# _____ SS# _____ TAX ID # _____

Copy of Bill Sent to Renters? Yes No

RENTAL MAILING ADDRESS

Business Reference _____ Phone # _____

Reference Address _____

Business Reference _____ Phone # _____

Reference Address _____

The Undersigned applies for a utility service for the premises given above confirms that the above information is true and correct, and hereby agrees as follows:

1. To pay charges for such utility services as are fixed from time to time by the Lindon City Council until such time as the Undersigned shall 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 shall 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 re-connection fees and deposits imposed are paid in full or until any failure to conform to this ordinance or regulations issued thereunder 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. 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 shall 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 shall 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 shall pay all costs of collection and of enforcement, including a reasonable attorney fee. Applicant also agrees that if any utility service charge is not paid when due, Applicant shall pay a monthly late fee in the sum of One and One Half percent (1.5%) of the delinquent payment, which late fee shall accrue each and every month until the account is paid in full.
6. All notices to Applicant shall 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 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 shall be deemed and construed as cumulative, so the exercise by Lindon City of any one remedy shall 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. Applicant must notify Lindon City in writing, of any errors on 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 shall be deemed correct and the City shall have no recourse for errors.

Signature/Title

Date

FOR OFFICE USE ONLY Zone _____ Customer # _____ Meter ID _____

Start Meter Read _____ Date _____ Read Seq # _____ Term Date _____

Non-refundable Application Fee \$10.00 Receipt # _____ Date _____