

Owner ____ Renter ____

**City of Baxter Water Dept.
Application and Agreement For Use of Water**

Account # _____

Customer Name: _____

Service Address: _____

City of: _____

Mailing Address: _____

Customer Drivers License # _____ State: _____

SS# _____

Customer Employment: _____

Cell # _____ Home # _____

Spouse Name: _____

Spouse Employment: _____

Own ____

Property Owner: _____

Rent ____

The undersigned hereby applies to the City of Baxter Water Dept. for water service at the address shown above and agrees to take and pay for water at such rates as may be now or hereafter fixed by the City of Baxter Water Department.

The "customer" referred to in this application, if an individual partnership or trade name is making the application, such same individual, partnership or person operating under a trade name shall be financially liable for any and all indebtedness owed to the City of Baxter Water Dept. in the event of default by the corporation.

The customer agrees that the following shall be conditions precedent to the furnishing of water by the City of Baxter.

- 1) Customer hereby pays a non-refundable turn on charge of \$_____ and a refundable deposit of \$_____ (when all bills owed have been paid)
- 2) Customer voluntarily authorizes Baxter Water Dept. to obtain a consumer credit report on me. I acknowledge being provided with notice that a consumer credit report will be obtained on me. I understand that I may pay a deposit in lieu of consenting to the credit report request.
- 3) Each prospective customer who is not the owner of record of the specific property must submit proof of ownership or pay the deposit determined by the credit score. The deposit will be retained by the City of Baxter Water Dept as guarantee for outstanding bills and accounts due the City of Baxter Water Dept.(including services performed and rendered: service charges, penalties, etc.) **and for any outstanding residential refuse collection fees due to the City of Baxter.** There is no interest paid on deposits.
- 4) Customer will observe all the rules and regulations that are now and may hereafter be prescribed by the City of Baxter relative to water service, including method and manner of installing and maintaining equipment, payment of bills and discontinuance of service.
- 5) Customer is responsible for damage to any water meter or equipment belonging to the City of Baxter Water Dept. placed on the premises occupied by the customer and will immediately reimburse the City of Baxter for all cost of repairing or replacing same. A customer who has damaged the City of Baxter Water Dept. equipment or tampered with the lock on a meter set may be refused service.
- 6) Customer will use water supplied through City of Baxter Water Dept. meter only. Use of other metering devices or by-passing equipment and tampering with adjustments on the City of Baxter owned metering facilities by the customer are prohibited.
- 7) In the event that the meter fails to register water consumption in whole or in part, the customer will pay such reasonable sum as is ascertained to be due for the period involved.
- 8) Customer shall keep meter free of debris and obstacles, and any obstructions such as locked gates, bushes, vehicles and dogs. City of Baxter employees or its authorized agents shall have access to customer's premises at all reasonable time for the purpose of checking, reading, servicing and disconnecting the meter, shutting off water, and for such other purposes as the water dept. may deem advisable to protect its interest and safety to the public.
- 9) The Customer shall be liable and shall pay for all water passing through the meter until it is turned off. Failure to receive bill does not

exempt customer from payment. When termination of service is requested, customer must ensure that the City of Baxter Water Dept. receives written or verbal notice of at least two days prior to the desired date of termination.

- 10) Tampering with the water service, meter, or by-passing the meter will not be tolerated. Any such occurrences may be prosecuted to the fullest extent of the law.
- 11) The Customer is expected to pay the net amount of the bill on or before the due date. If paid after the due date, a 9.35% penalty will be added to bill and must be paid. Failure to pay will result in service being discontinued. If water service is terminated for non-payment, customer will have to pay all outstanding balances, any collection fees, and the turn on charge before service will be reestablished.
- 12) When an unpaid account is placed with an attorney or collection agency, all attorney fees, court cost or collection fees shall be paid by the customer.
- 13) Upon customer's default in payment or any of the above conditions, the City of Baxter Water Dept. may terminate water service to the customer.
- 14) Have you had water service with the City of Baxter Water Dept. prior to this application? Yes _____ No _____

Executed on the _____ Day of _____, 20 _____

Water Tap \$ _____

Sewer Tap \$ _____

Road Bore \$ _____

Turn on Fee \$ _____

Water Deposit \$ _____

Signature of Customer _____

The City of Baxter prohibits discrimination on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and martial or family status. The City of Baxter does not discriminate based on race, color, or nation origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1864.