

Radio / Fire Line
Business / Multiple Units # _____

**GRANGER-HUNTER IMPROVEMENT DISTRICT
CULINARY WATER AND SANITARY SEWER
SERVICE AGREEMENT**

Date _____
Code _____
Reading _____

PROPERTY OWNER: _____

ACCOUNT No. _____

Mailing Address: _____

PARCEL No. _____

Subdivision _____ Lot No. _____

SS# / Tax I.D.: _____

Street Address: _____

E-mail: _____

Home Phone # _____ Work Phone # _____

Nearest relative not living with you _____ PH. # _____

METER INFO. Serial # _____

TYPE OF PROPERTY

Residential: Owner Occupied _____

Size: _____ MXU#: _____

Non-Residential: Owner Occupied _____

Sewer Inspection Completed _____ Sewer No. _____

Lease option

Rec. # _____ Date _____

AGREEMENT

IN CONSIDERATION of the covenant and conditions hereinafter set forth, the above named owner (the "Owner") of the property herein above described (the "Property"), and the Granger-Hunter Improvement District (the "District"), hereby acknowledges and agree as follows:

1. Effective within one working day of the date of execution hereof by the District, the Owner shall be authorized to receive the benefit of culinary water, and/or sanitary sewer services from the District, subject to the covenants and conditions hereinafter set forth.
2. The Owner hereby represents that he /she is the legal owner of the Property and officially the customer of the District, and that the Property shall be benefitted by culinary water and/or sanitary sewer services to be received from the District. Each succeeding owner of the Property shall be required to execute a new service agreement with the District as a condition to service.
3. Owner has read and is familiar with the lawful rules and regulations of the District pertaining to culinary water and sewer service, and agrees to be bound by and obey the same as such are now or may hereafter be adopted and/or amended by the Board of Trustees of the District.
4. Owner, as customer of the District, shall be responsible to pay all fees and charges lawfully imposed from time to time by the District for culinary water and/or sanitary sewer services rendered by the District to the Property, subject to the following:

CONTINUED

Effective Date: _____

Signature of Owner: _____

a. Billing. The billing for sanitary service shall be combined with the billing for culinary water service, and be submitted as a single, consolidated bill. The Consolidated bill shall be paid by the Owner in full as a single unit. Any bill not timely paid shall be deemed delinquent. b. Termination. Water service to the Property may be terminated as follows:

(1) Subject to the provisions of service to the Property may be terminated by the Owner upon request to the District. Upon receipt of said request, services to the Property shall be terminated and remain terminated unless and until (i) the Owner notifies the District that service to the Property is to be reinstated in conformance with the provisions of the Agreement, or (ii) a successor owner of the Property executes a new Service Agreement.

(2) In the event any bill shall remain delinquent, the District may initiate proceedings to terminate water service to the Property, and shall refuse to restore such service unless and until all delinquent service fees and charges, together with interest on the delinquent amount and the re-connection fee has been paid in full. In addition, pursuant to Utah Code Ann. S17A-2-310(3), (1990) any unpaid and delinquent service fee or charge may be certified by the clerk of the District to the treasurer or assessor of the county. The amount of the delinquent charges, together with interest and penalties, shall immediately upon certification become a lien on the Property on a parity with and collectible at the same time and in the same manner as general county taxes are a lien on the premises and are collectible. All methods of enforcement available for the collection of general county taxes, including sale of the Property, shall be available for the collection of delinquent service fees and charges. The aforesaid remedies shall be in addition to and not in lieu of any and all other remedies available to the District at law or in equity. c. Reinstatement of Service. Service to the Property shall only be reinstated by authorized District personnel. Turning on water that has been turned off by order of the District by anyone other than authorized District personnel is strictly prohibited. A tampering charge shall be assessed and/or court action may be taken for any unauthorized turn-on, theft, tampering or vandalism of District property. Owner shall further pay and be responsible for any unauthorized use of water at the Property, if any, during the period of termination.

(3) Duly authorized officials, agents, employees and contractors of the District shall have the right to enter upon the Property to install, operate, inspect, read, monitor, maintain, repair and replace any and all meters, equipment and other appurtenances to the District's culinary water and sanitary sewer systems located on the Property.

(4) In times of scarcity of water, whether such scarcity is the result of emergency, natural causes, mechanical failure or any other cause whatsoever, the District shall have the right, in its discretion, to ration or otherwise curtail water service at the Property.

(5) The Owner shall pay and be responsible for all costs, including, without limitation, reasonable attorneys fees uncured by the District in an effort to collect any delinquent account or otherwise enforce any other provision hereof, whether by litigation or otherwise.

Accepted: Granger-Hunter Improvement District