

Application and Contract for Utility Services  
City of New Meadows  
401 Virginia Street, Post Office Box 324  
New Meadows, Idaho 83654-0324

**OWNER INFORMATION:**  on back

1<sup>ST</sup> Owner's Name:

2<sup>ND</sup> Owner's Name:

Owner's Mailing Address:

Owner's Telephone Number(s):

Owner's Email Address:

1<sup>st</sup> Owner's Social Security Number or TIN:

1<sup>st</sup> Owner's Photo Identification Number + State:  
(Need Photocopy)

2<sup>nd</sup> Owner's Social Security Number or TIN:

2<sup>nd</sup> Owner's Photo Identification Number + State:  
(Need Photocopy)

Account # Assigned:

**Service Address:**

Application Date:

Service Effective Date:

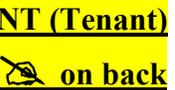
Send Bill to:  one

Owner (or)

Agent

E-BILLING  YES  NO

**AUTHORIZED AGENT (Tenant)**

**INFORMATION:**  on back

Authorized Agent:

Authorized Agent Mailing Address:

Authorized Agent Telephone Number(s):

Authorized Agent's Email Address:

**Terms and Conditions**

Owner ("Applicant") hereby requests that the City of New Meadows (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 New Meadows City Code and rate resolutions of City Council. If the provisions of this contract and the provisions of the New Meadows City Code conflict, the New Meadows 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 New Meadows 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.

**NEXT PAGE →**

Application and Contract for Utility Services  
City of New Meadows  
401 Virginia Street, Post Office Box 324  
New Meadows, Idaho 83654-0324

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 is 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.

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 New Meadows City water / sewer utility rate structure, penalty is 10% of the balance on the 26<sup>th</sup> day of the month or \$5 whichever is greater.

If the property is a 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 Adams 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.

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 / or a hearing is not requested in accordance with New Meadows City Code. Such lien shall be in the amount described in New Meadows City Code. 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.

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 or Tenant \_\_\_\_\_

\_\_\_\_\_  
Signature of City's Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
Office Use Only

Deposit of \$150 accepted by _____ on _____			
Deposit posted to			
Account # _____	Address _____		
Deposit Utilized for			
<input type="checkbox"/> Delinquent Bill	Date _____	Staff _____	
<input type="checkbox"/> Final Bill	Date _____	Staff _____	
<input type="checkbox"/> Refunded	Date _____	Staff _____	Check # _____