

## AGREEMENT FOR NON-OWNER USE OF LAVERKIN CITY'S WATER SYSTEM

This Agreement for Non-owner Use of LaVerkin City's Water System (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between LaVerkin City (hereinafter "City") and \_\_\_\_\_ Owner, Landlord or Duly Appointed Agent for Owner (circle one) (hereinafter "Owner") of improved real property located in LaVerkin City at the following rental address(es):

(type or print)

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Owner/Landlord/Duly Appointed Agent's information:

Telephone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### RECITALS

- A. WHEREAS City has in operation a water system capable of benefiting Owner's improved property(ies) located at the above-mentioned rental address(es).
- B. WHEREAS (Section 8-1-2.C/2) LaVerkin City Code, provides that applications for water service made by the tenant of an owner must, be accompanied by "an agreement signed by the owner of the premises (or the owner's duly authorized agent.) guaranteeing payment of tenant's utility services."
- C. WHEREAS Owner desires that the tenant(s) residing at the above-mentioned rental address(es) have access to City's water system.
- D. WHEREAS the parties now wish to reduce their Agreement to writing to specify the terms of said Agreement.

NOW THEREFORE, in consideration of their mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner's Unconditional Guarantee of Payment: In the event any tenant(s) at the above-described rental address(es) shall, after having made application for a new connection to City's water system and for a period of thirty (30) days or more, default in the payment of fees assessed against such rental address(es) for use of City's water system, Owner agrees to fully and unconditionally pay City the

amount of such overdue account within fifteen (15) days of being provided written notice of such overdue account by City.

2. City's Commitment to Notify Owner of Past Due Accounts: City shall notify Owner in writing at Owner's address listed above of any tenant whose account is past due more than thirty (30) days. In the event it becomes necessary for City to notify Owner of the past-due nature of an account, Owner shall have a reasonable time, not to exceed ten (10) days after being provided with written notice of tenant's past due account, to seek tenant's payment of the past due account, including any and all applicable late fees and notice processing fees, as provided by Section 8-1-4, LaVerkin City Code, before City may demand payment from Owner. Time is of the essence in the performance of the obligations described in this Agreement.

3. Applicable Law: This Agreement shall be governed, interpreted and construed by the laws of the State of Utah, including all procedural laws and applicable statutes of limitations. Any default of this Agreement shall be deemed to have occurred in the State of Utah.

4. Default: In the event Owner breaches this Agreement or defaults under any of the terms contained herein, and as a result, City is required to commence legal action to enforce the terms of this Agreement or pursue other remedies available at law, City in such action shall be entitled to an award of all costs and reasonable attorneys fees expended to enforce the terms of this Agreement.

5. Disconnection of Service: In the event an account remains past due on the third Tuesday of the following month, Owner expressly agrees and acknowledges that City may disconnect water services to the rental address(es) listed above and that such water and any other applicable City utility services will not be reestablished until Owner or the tenant in possession pays all past due amounts owed to City, including penalties, late payment fees, service charges and attorney fees. In the event any tenant of owner vacates the subject property, City shall not be required to reconnect the owner's property for water service (for the owner or any new tenant), until all past due amounts, including penalties, late payment fees, service charges and attorney fees are paid in full.

6. Titles and Headings: The titles and headings of the paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement.

7. Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand the terms herein. The parties acknowledge that they have full authority to execute this Agreement and that they sign this Agreement with the intention to bind themselves and their successors and assigns. The parties further acknowledge that they sign this Agreement of their own free will and choice and with a full understanding of all the applicable terms and conditions.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER/LANDLORD/DULY APPOINTED AGENT OF OWNER:

Signature: \_\_\_\_\_

By (print name):

Title:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LAVERKIN CITY:

Signature: \_\_\_\_\_

By (print name):

Title: