

# **STRATMOOR HILLS WATER AND STRATMOOR HILLS SANITATION DISTRICTS**

## **COMMERCIAL WATER AND SEWER SERVICE AGREEMENT**

**MAIL STATEMENT:** The Districts agree that each month they will mail to customer a statement (invoice) designating the amount due to each District by or before the due date on the statement. The Districts shall only be responsible for placing the invoice in the U.S. Mail addressed to the customer at the address the Districts have on file for the customer and shall not be responsible for delivery of the statement to the customer or receipt by the customer of the statement. Customer can contact the Districts' offices at (719) 576-0311 during normal business hours to find out the customer's account balance.

**SERVICE DEPOSIT:** If the customer is renting the premises to be serviced by the Districts, the customer shall pay a deposit to the Districts in an amount as determined by the Districts. If upon termination of service, the customer is due a refund of all or part of the deposit, then the refund check will be mailed by the Districts to the customer at the address provided in writing by the customer. The Districts may at any time, in the Districts' sole discretion, apply the deposit toward payment of any amounts owed by the customer to either or both Districts. Upon application of any portion of the deposit on amounts owed by the customer, the Districts may thereafter require the customer to pay an additional amount of deposit to one or both Districts and may withhold service to the customer until such additional amounts are paid to the Districts. Any required deposit as set forth in this agreement shall be paid by the customer before service will be started.

**PERSONS LIABLE FOR WATER & SEWER SERVICE CHARGES:** Until paid, all rates, charges, and other amounts owed by customer to either or both Districts shall constitute a perpetual lien on and against the premises being served pursuant to this agreement. Any such lien may be foreclosed by either or both Districts in the manner provided by the laws of the State of Colorado. Any such lien shall not relieve the customer from the personal obligation to pay all amounts owed the Districts. Each customer shall be personally liable for all such amounts owed to the Districts. All customers under this Agreement shall be jointly and severally liable for all amounts owed to the Districts.

**LATE CHARGE:** If any amount is owed to either or both Districts for any service provided hereunder to the customer and such amount (or portion thereof) is not paid in full within 40 days after the billing due date, then a late charge shall be due for each month (or portion thereof) from the due date until such amount is paid in full. Said late charge is currently set at **(\$15.00)** per month. Said late charge amount may be amended from time to time by either or both Districts and shall be an additional amount owed by the customer for services under this agreement.

**REQUESTED DISCONTINUANCE OF SERVICE:** A customer may request discontinuance of service when the customer is moving from the premises serviced under this agreement or when the premises is being sold to another party. In order to request such discontinuance of service, the customer requesting discontinuance of service must file a written Discontinuance Notice in person at the Districts' office and such customer must present the customer's picture ID or answer a challenge question as set forth in this agreement. Upon termination of service, the customer must pay all outstanding amounts due, including, but not limited to, late charges.

**TERMINATION OF SERVICES FOR NONPAYMENT; REINSTATEMENT; CHARGES:** If any amount that is due to either or both Districts (including, but not limited to, late charges), and any portion of such amount remains unpaid for forty (40) days following the due date, then the Districts shall have the right to terminate service immediately without further notice. Upon such termination, services will not be reinstated until all amounts due and owing to both Districts, including, but not limited to, late charges and reconnection fees, have been paid in full. Such reconnection fee shall be determined by the Districts and may be amended from time to time by the District. Currently, the reconnection charge is thirty dollars (\$30).

**TAMPERING WITH METER AND DISTRICTS' EQUIPMENT:** Customer shall be responsible for all damage to the water meter, meter box, and other Districts' equipment installed on the premises. Customer shall not cause or permit any person to tamper with, damage or destroy said water meter, meter box, and equipment of the District. Customer shall not turn water on or off at the meter or permit others to do so. Any such tampering, damage, or destruction shall be considered a violation of regulations and rules of the Districts, and customer shall be liable for any such damage, repairs, or replacements as a result of tampering, damage, and destruction.

**DISTRICTS RIGHTS RESERVED:** The Districts reserve the right to enter onto the premises for the purpose of inspecting, installing, maintaining, repairing, or removing meters, boxes, lines and other materials or equipment owned by the Districts. The Districts also reserve the right to amend and change the rates, late charges, and other fees from time to time in accordance with the rules and regulations of the Districts. Customers shall be responsible for payment of all rates, fees, and other charges as determined by the Districts from time to time.

**OBLIGATION TO FURNISH SERVICES:** The Districts are under no obligation to provide water service or sewer service under this agreement unless the customer pays all amounts due the Districts (as determined by the Districts) on or before the due dates for such payments. The Districts may, at any time, discontinue service to the customer if customer fails to pay all amounts due the District, as provided by the Districts' rules, regulations, and procedures.

### **PAYMENT POLICIES:**

- a) All water meters are read on the last business day of the month and invoices for amounts due are mailed to customer within 3 – 5 business days thereafter. If customer does not receive the invoice for amounts owed by the 6<sup>th</sup> business day of the month, customer shall be responsible for contacting the Districts at 719-576-0311 to determine the balance then owed to the Districts by the customer.
- b) Except as otherwise provided herein, customer may pay all amounts owing to the Districts by cash, checks, money order, credit card, or debit card.
- c) All payments owing by customer to the Districts are due on or before the "Due Date" printed on the statement (invoice). If any amount as set forth on the statement is not paid by due date, the customer's account shall be considered delinquent and a "Late Charge" shall be added to the amount owed as set forth above. In addition, upon such delinquency, a "Shut-Off Notice" will be mailed by the Districts to customer. Customer must pay all amounts due and owing to the Districts including, but not limited to, any late charges on or before the due date as set forth in the Shut-Off Notice. If all such amounts are not paid by the said due date, all services to the customer will be terminated. If services are terminated, there will be an additional reconnection fee added to the customer's account. After such termination, all unpaid amounts owed to the Districts, including, but not limited to, the late charges and reconnection charges must be paid in full to the Districts in cash, by money order, by credit card, or debit card before service will be restored.
- d) Customer shall be responsible for paying all amounts charged to either or both Districts in connection with each returned or non-sufficient fund check, supplied by or on behalf of customer for amounts owed by customer under this agreement. Customer shall pay to the Districts all costs incurred by the Districts in collecting any and all amounts owed by the customer to the Districts, including, but not limited to, court costs, filing fees, bank fees and attorney fees.

**STRATMOOR HILLS WATER DISTRICT AND STRATMOOR HILLS SANITATION DISTRICT  
COMMERCIAL SERVICE AGREEMENT**

**THERE IS A DEPOSIT OF \$100 FOR COMMERCIAL RENTAL PROPERTIES**

**BUSINESS NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_ **BUSINESS PHONE:** \_\_\_\_\_ **EMERGENCY PHONE:** \_\_\_\_\_

**SERVICE ADDRESS:** \_\_\_\_\_ **ACCOUNT NUMBER:** \_\_\_\_\_

**MAILING ADDRESS (If Different):** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE + 4 :** \_\_\_\_\_ **POSTAL ROUTE #:** \_\_\_\_\_ **DELIVERY POINT CODE:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CHALLENGE QUESTION :** \_\_\_\_\_ **SPECIAL SECURITY PASSWORD?** \_\_\_\_\_

**ADDITIONAL INFORMATION:** \_\_\_\_\_

**BACKFLOW & CROSS-CONNECTION REQUIREMENTS:**

The customer shall adhere to the requirements of the Districts' Backflow Protection Program and the property will be subject to periodic inspections to ensure there are no possible cross-connections or other potential contamination hazards. The customer shall, at their expense, properly install, test and maintain any backflow prevention device required by Stratmoor Hills Water and Stratmoor Hills Sanitation Districts. Copies of all testing maintenance records shall be provided to Stratmoor Hills Water and Stratmoor Hills Sanitation Districts per State requirements on a yearly basis. Full Backflow and Cross-Connection Policy on file at the Districts' office.

The undersigned hereby request that the Stratmoor Hills Water District and the Stratmoor Hills Sanitation District, El Paso County, Colorado furnish water and sewer services at the service address (premises) listed above, in accordance with the Districts' lawful rates, rules and regulations, and the undersigned, upon becoming a customer, agrees to pay all amounts for those services by the due dates as set forth in this agreement.

The Districts are authorized to disclose names, forwarding addresses and payment history concerning the account of the customer(s) to any purported owner, or the agents of any purported owner, of the property to which either District has provided service.

The Applicant(s) acknowledge(s) that the terms of this Agreement include not only the provisions set forth on the front and back of this document but also the rules, regulations, rates, charges, fees, and conditions of the Districts as may be adopted from time to time by the Districts.

 **AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DISTRICT USE ONLY**  
**INFO TAKEN BY:** \_\_\_\_\_ **POSTED:** \_\_\_\_\_

**ACCOUNT #:** \_\_\_\_\_ **BEGIN SERVICE DATE:** \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ **BEGIN RD:** \_\_\_\_\_

**BOOK #:** \_\_\_\_\_ **ROUTE SEQUENCE #:** \_\_\_\_\_ **WATER RATE CODE:** \_\_\_\_\_ **SEWER RATE CODE:** \_\_\_\_\_

**METER #:** \_\_\_\_\_ **MXU #:** B \_\_\_\_\_

**LONGITUDE: --** \_\_\_\_\_ **LATITUDE:** \_\_\_\_\_

**DEPOSIT AMOUNT:** \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_ **CASH**  **CHECK**

**M.O.**  \_\_\_\_\_ **C.C.**  \_\_\_\_\_

**RECEIPT #:** \_\_\_\_\_ **DATE DEPOSITED:** \_\_\_\_\_

**CALLERS NAME:** \_\_\_\_\_ **DATE OF CALL:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_