

CITY OF HOSCHTON
Water, Sewage, and Garbage Service
Application

Request: _____ Date _____

- Water Service (\$100.00 Deposit)
- Sewage Service (\$100.00 Deposit)
- Garbage Service (\$10.00 Deposit) **Additional \$100 deposit for rental properties*
- Recycling

_____ Residence	_____ Business	_____ Irrigation Meter
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CUSTOMER NAME: _____ ACCT. _____ (office use)

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ DATE TO START UP SERVICE: _____

WOULD YOU LIKE : _____ PAPER BILL _____ EMAIL BILL _____ BOTH

EMAIL ADDRESS: _____

HAVE YOU HAD SERVICE WITH US BEFORE? _____ IF SO, WHEN? _____

FOR RENTAL PROPERTIES:

HOMEOWNER: _____

ADDRESS: _____

LAST KNOWN OCCUPANT: _____

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FOR OFFICE USE ONLY

\$ _____ Customer Deposit CC CASH CK # _____

Beginning Reading _____ Remarks: _____

**HOSCHTON WATER/SEWER DEPARTMENT
WATER SUBSCRIPTION CONTRACT**

Account #. _____

Meter #: _____

City of Hoschton
Georgia, Jackson County

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ between the Hoschton Water & Sewer Department and:

Subscriber _____

WHEREAS, the Subscriber desires to be provided water service to the property that the Subscriber occupies at:

Address _____

WHEREAS, the Subscriber paid to the City all funds required by the City for the construction and installation of water and/or sewage to service said property, and

WHEREAS, the Subscriber agrees to comply with the rules, ordinances and regulations of the City which are in existence as of the date of the execution of this agreement, and further agrees to comply with any changes, amendments or alterations made to said rules, ordinances and regulations by the City after the date hereof; and

WHEREAS, the City desire to provide water service to said Subscriber as long as the Subscriber complies with the terms of this agreement and the rules, ordinances and regulations of the City:

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL CONVENANTS STATED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

(1)

The Subscriber has paid to the City the sum of \$ _____, which is a non-refundable fee for the installation of a water meter to service the above property. Said meter and all appurtenances thereto shall remain the property of the City.

The Subscriber has paid the City the sum of \$ _____, which is a non-refundable fee for the connection of a sewer service.

(2)

The subscriber has deposited here with the sum of \$ _____ as a Security Deposit to be handled in accordance with the laws of the State of Georgia.

(3)

Subscriber shall pay promptly on a monthly basis (1) a minimum bill as assessed by the City; (2) any water registered by the meter serving said property that is in excess of the minimum monthly bill at the rate or rates set by the City from time to time which shall include water used, water wasted or leakage if applicable.

(4)

Said bill shall be paid within 20 days from the date of said bill, in the event that the bill and any penalties assessed thereon (15% of the past due amount) are not paid within twenty five (25) days from the date of said bill, the City shall have the right to commence procedures to terminate water service according to the Water Ordinance in effect as of the date that the bill becomes due.

(5)

If water service is discontinued for non-payment of a bill, the City will not resume water services to the Subscriber until the bill and all penalties have been paid in full, and a \$50.00 non-refundable reconnection fee has been paid to the City by the Subscriber.

(6)

Meters will be tested at the request of the Subscriber; however, if no irregularities are found in the meter, Subscriber will be assessed a fee of \$25.00 for said testing.

(7)

The Subscriber shall install and maintain at his own expense a service cut-off valve on the Subscriber's side of the meter. It is recommended by the City that the Subscriber take whatever steps are necessary (i.e. installing a pressure valve, as the City's water pressure fluctuates from time to time.) Subscriber agrees that he will not hold the City responsible and will hold the City harmless from any liability, loss, damage, personal injury, property damage, resulting from fluctuation in pressure and resulting from the Subscriber's failure to take the necessary steps to address the pressure fluctuation.

(8)

Subscriber grant to the City, its agents and employees, the right of ingress and egress over, across, under and through said property for any reason related to the use, maintenance, repair or otherwise of the City's water facilities.

(9)

The Subscriber shall have the right to use said water for one household (commercial site/industrial site) only and its outbuildings located on the property of the Subscriber, unless written permission is obtained from the City's representatives. Subscriber shall not, without prior consent of the City's representative, allow anyone to connect or tap on to said water service line for the purpose of supplying water to another use. Violation of this paragraph of this agreement will result in immediate termination of service.

(10)

The Subscriber agrees that no present or future sources of water will be connected to any water line being service by the City's water lines and the Subscriber will be required to maintain an air gap between any lines holding water from any other sources other than water supplies by the City.

(11)

In consideration of the City providing service to the Subscriber, the Subscriber hereby releases, covenants not to sue, and hereby discharges the City from any damage to person or property that the Subscriber may suffer as a result of the Subscriber's negligence, temporary, complete or partial interruption of water service that occurs as a result of the seasonal water supply, expansion, repair or maintenance of lines and facilities or conditions beyond the control of the City.

(12)

The City reserves the right to determine the allocation of water to Subscriber in the event of water shortage, and the City reserves the right to discontinue its service without notice for the following reasons:

- 1] To prevent fraud or abuse**
- 2] Subscriber's willful disregard of City's rules**
- 3] Emergency repairs**
- 4] Insufficiency of water supply due to circumstances beyond City's control**
- 5] Legal processes**
- 6] Direction of public authorities**
- 7] Strike, riot, fire, flood, unavoidable accident, actions of others or acts of God**

(13)

The Subscriber agrees to comply with the rules, regulations, resolutions and ordinances of the City and all amendments, additions, and changes thereto.

(14)

Not less than three days notice must be given, in person or in writing at the City Hall of the City of Hoschton to discontinue water and sewer service or to change occupancy. The outgoing party shall be responsible for all water consumed up to

the date of departure, whichever period is longer. The new occupant shall apply for water service within forty-eight (48) hours after occupying the premises and failure to do so will make him liable for paying for the water consumed since the last meter reading.

HOSCHTON WATER/SEWER DEPARTMENT

SUBSCRIBER SIGNATURE

DATE