



CITY OF OLIVE HILL UTILITIES

225 Roger Patton Drive • Olive Hill, KY 41164
phone 606.286.2192 • fax 606.286.8538

Acct. # _____

CONTRACT and APPLICATION
For
CITY OF OLIVE HILL UTILITY SERVICE(S)

THIS CONTRACT and APPLICATION ("Agreement") made and entered into _____, by and between the **City of Olive Hill** (hereinafter "City") and _____ of _____ (hereinafter referred to as "User").
(Date) (Name) (Address)

WHEREAS, the City has available certain utility services; and

WHEREAS, User desires to apply and receive available utility services.

NOW, THEREFORE, THIS CONTRACT and APPLICATION WITNESSETH: That for and in consideration of the mutual terms, provisions and conditions contained herein the parties agree as follows:

1. The City agrees to provide User those utilities available to User subject to the terms, provisions and conditions contained herein.
2. Users do hereby submit the following information as their application for service:

Name _____

Mailing Address _____

Telephone _____ Social Security No. _____

Race _____ Birth Date _____

Identification (driver's license or photo ID) _____

Spouse Name (if applicable) _____

Social Security No _____ Race _____

Birth Date _____

Type of service needed: Electric Water Gas Other _____

Email: _____

Location of Service: _____

Are you renting or do you own? _____ If renting, who is your landlord? _____

Did you have utility service at any other location? _____

If so, with what company or city? _____

Do you still owe money? _____

This application is for utility service for temporary service, regular home, mobile home, modular home.

3. User does hereby represent, warrant and covenant that all information contained in paragraph 2 herein is true and correct and if any information is determined by City to be false or misleading in any way, the City has the right to withhold and/or **DISCONNECT and TERMINATE** all utility services at any time.

4. MOBILE HOME/MODULAR HOME NOTIFICATION

If User has a mobile home, a modular home or similar type home, then User shall obtain a copy of Ordinance #1995-02. User agrees to comply with said ordinance. Should it be determined that User has not complied with said ordinance the City may **DISCONNECT and TERMINATE** utility services until such time as there is compliance.

5. City shall bill User monthly for the utility services provided. User agrees to pay same on or before the 15th day of each month.

6. Should User fail to pay any sum owed for utility services provided on or before the 15th day of each month a 10% penalty shall be added monthly until fully paid and satisfied.

7. In the event User fails to pay for any utility service provided by the 26th of month when due such utility service(s) shall be **terminated/disconnected**. Said utility service(s) shall not be reconnected until such time that all sums owed by User, including penalties, have been paid in full and User has paid a "reconnect fee" in the amount of \$25.00 per utility. Payment made by check which is returned for any reason, including insufficient funds, will be treated as non-payment and subject User to **TERMINATION AND DISCONNECT** as provided for herein.

8. User understands and agrees that the City shall not be liable for any damages, consequential or otherwise, resulting from disconnecting of any utility service for non-payment. **THE CITY SHALL NOT BE REQUIRED TO GIVE NOTICE PRIOR TO DISCONNECT.**

9. User does hereby acknowledge that due to the nature of utility service(s) there will be interruptions at certain times for various reasons. User agrees that part of the consideration for the City providing the utility service(s) is that the City will not be liable for any disruption of service, regardless of cause and/or duration.

10. TERMINATION

- a. User may terminate at any time by giving notice of City during the City's normal business hours. User agrees that he/she/they shall be liable for payment for any utility service(s) up to the time of disconnect by the City.
 - b. **The City may terminate** service for any of the following reasons:
 - 1) Notice from User to terminate.
 - 2) Any reason state herein including:
 - Failure of User to pay for any monthly charge for any utility on or before the 26th day of any month for which same is due and User has been billed. User understands and agrees that should he/she/they fail to make payment of any monthly charge for any utility service that all utility services may be disconnected and terminated by the City at its sole discretion.
 - Should it be determined that User furnished false or misleading information with reference to paragraph 2 herein (application for service).
 - Should it be determined that User has incorrect, unsafe or illegal connections regarding any utility service(s).
 - c. User agrees that in the event of any occurrence resulting in termination of one utility service, the City, at its sole discretion, may terminate all utility services to User.
11. Upon termination of any utility service(s) provided by City to User this Agreement, regarding such service(s), shall be null and void.
12. This Agreement shall be binding upon Users heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Contract and Application on the day and date first above written.

UTILITY CLERK - CITY OF OLIVE HILL

USER/CUSTOMER

USER/CUSTOMER*