



CEDAR VALLEY WATER CONSERVANCY

710 S. Westview Dr.
Cedar City, UT 84720
435-865-9901 | ciewcd.org

APPLICANT INFORMATION

Date of Active Service (Will Use Recorded Deed Information if Available):

For Water Service at (Address):

Subdivision:

Applicant Name:

Last Name

First Name

Co-Applicant:

Last Name

First Name

APPLICANT CONTACT INFORMATION

Mailing Address:

City:

State:

ZIP Code:

Primary Phone:

Secondary Phone:

E-mail:

EMERGENCY CONTACT INFORMATION

Name:

Phone:

City:

State:

ZIP Code:

EMPLOYMENT INFORMATION

Applicant's Employer:

Co-Applicant's Employer:

Address:

Address:

City

State

Zip

City

State

Zip

Phone:

Phone:

The undersigned hereby applies (apply) to the Cedar Valley Water Conservancy (hereinafter the "CVWC" or "District") for water service and permission to connect the premises listed above (hereinafter the "Property") to the District water system. The undersigned hereby represent(s) and agree(s) to the Terms of Service outline on the following page of this application, as owner(s) of the Property, effective as of the date signed.

Signature of Applicant

Date

Signature of Co-Applicant

Date

FOR OFFICE USE ONLY

Customer Account Number:

App Taken By:

Rate Schedule:

Impact Fee Pd:

Connection Fee Pd:

Meter Requested:

By:

Date:

New Service (Meter) Installed:

Meter ID:

Meter Read:



CEDAR VALLEY WATER CONSERVANCY

Terms of Service

1. I (we) represent and warrant that I am (we are) the owner(s) of the property, or are trustees, partners, or other duly authorized representative(s) of the owner(s) of the Property, that I (we) have full power and authority to enter into this Agreement on our own behalf and on behalf of the owner(s) of the Property, and that the signature of no other person is required to bind the owner(s) of the Property to the terms of this Agreement. The term "I (we)" as used in this Agreement means and includes the signer(s) of this Agreement and individually the owner(s) of the Property if other than the signer(s) individually.
2. I (we) agree to pay all such charges for water service as are fixed from time to time by the District by the 25th of each month. I (we) understand that a base monthly fee for water service will be due even if no water is actually used on the Property. I (we) understand that by signing up for electronic billing and automatic payment through the District, I (we) will receive a one-time account credit of \$33.62. In the event that I (we) disable electronic billing &/or automatic payment understand that I (we) will be reassessed the paperless credit.
3. I (we) agree that, unless installed already or otherwise agreed, the District shall install the necessary connection from its water main to a point on or near the Property line and shall install a water meter. I (we) understand that if not installed already, the District will endeavor to follow my (our) instructions as to the location of the water meter but ultimately the location of water lines, meter and related equipment shall be at the sole discretion of the District.
4. I (we) agree that if not installed already, all work and the cost of extending, maintaining, and repairing water lines from the meter to the point of use shall be my (our) responsibility.
5. I (we) agree to pay all impact and connection fees, unless said impact and connection fees have been paid by a previous owner, and all other fees and charges, established by the District in connection with this Agreement and water services hereunder. I (we) agree that the District may file with the County Recorder a Notice of Lien against the Property to secure payment to the District of any impact, connection and other fees financed by the District.
6. I (we) agree that the District reserves the right to inspect the culinary water system servicing the Property, both on and outside of the Property, and to require any corrections or improvements, at my (our) expense, necessary to meet the requirements of the District or any other government agency having jurisdiction to regulate the water system of the District.
7. I (we) agree that I (we) and the Property will be bound by all rules, regulations, and ordinances enacted now or hereafter by the District applicable to the District's culinary water system.
8. I (we) agree that meter barrel is owned by the District, and access is limited to District Maintenance, Emergency Shut-Off, Seasonal Disconnection, and Termination of Service for penalty. Customers who access District Meter Barrel without proper approval from CICWCD will be held liable for any and all damage caused by such access.
9. I (we) agree to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the property as they become due.
10. I (we) agree that in the event of any default hereunder, including failure to pay all sums due, whether for water service, District financed impact and connection fees or other District fees and charges, or for failure to pay all taxes, mortgages, trust deeds, liens and other encumbrances against the Property, or in the event of failure of the undersigned or any occupant of the premises to comply with the rules, regulations and ordinances established by the District or in the event of any other default, the District shall have the following rights and remedies, all of which may be exercised concurrently or separately at the election of the District, the exercise of one not constituting waiver or any other:
 - a. The District may terminate water service to the property five (5) days after mailing of written notice of intent to terminate services. Termination of services shall continue until all delinquencies and all applicable reconnection fees and charges are paid in full and until all other conditions of default have been eliminated.
 - b. The District may declare the entire remaining balance of all sums due hereunder, including all charges for water service and all unpaid District financed impact and connection fees and all other District fees and charges, immediately due and payable and may collect the same by enforcing any Notice of Lien previously filed, or by filing and enforcing an original Notice of Lien if no Notice of Lien has yet been filed or by filing and enforcing one or more additional Notices of Lien if any Notice of Lien has been filed previously. Any lien filed against the Property shall remain on the Property until paid or satisfied, and shall include additional fees and charges occurring after the filing of such lien without any amendment of the Notice of Lien being required. All fees and charges in default and not timely paid shall bear interest at the rate of eighteen percent (18%) APR until paid, or a minimum monthly late charge of \$7.00. The District may enforce this lien by civil action, including recovery of its attorney's fees and costs of court, and including the right of foreclosure and sale of the Property in the event the lien remains unsatisfied for a period of three (3) months.
 - c. The District may certify to the appropriate county authorities all past due charges for water service, all unpaid District financed impact and connection fees, and all other unpaid District fees and charges, which fees and charges will become a lien on the Property on a parity with and collectible at the same time and in the same manner as general county taxes that are a lien on the Property.
 - d. The District shall have the right to specifically enforce by civil action compliance with its rules, regulations, and ordinances, including recovery of its attorney's fees and costs of court, whether or not related to a default in the payment of fees and charges.
11. I (we) agree that in the event of sale or other title transfer of the Property, I (we) will pay off the total balance owed to the District including all charges for water service, all unpaid District financed impact and connection fees, and all other District fees and charges. If payment is not made prior to closing, I (we) authorize and direct the closing agent to pay all outstanding fees and charges at the time of closing on written confirmation from the District of the amount due.