

NON-RESIDENTIAL UTILITY SERVICE AGREEMENT
CITY OF HALLETTSVILLE, TEXAS

NAME: _____
ADDRESS: _____
DRIVER'S LICENSE NUMBER: _____
DATE OF BIRTH: _____
PREVIOUS UTILITY SERVICE: _____

ELECTRICITY _____ WATER _____ SEWER _____ SOLID WASTE _____
DEPOSITED AMOUNT: _____ CHECK # _____ CASH _____ OTHER _____

UPON APPLICATION, EACH SMALL NON-RESIDENTIAL SUBSCRIBER SHALL SIGN AN AGREEMENT PROVIDING FOR A SECURITY DEPOSIT OF \$300.00 FOR ELECTRICAL SERVICES AND \$25.00 FOR WATER SERVICES; REFUNDABLE WITHOUT INTEREST UPON SUBSCRIBER'S REQUEST, AFTER 36 MONTHS OF PROMPT PAYMENT WITH NO DELINQUENCIES FOR UTILITY SERVICES OR AFTER DEDUCTION OF ALL UTILITY CHARGES AT TERMINATION OF SERVICE.

A SMALL NON-RESIDENTIAL SUBSCRIBER, FOR ELECTRICITY, USES LESS THAN 5,000 KWH PER MONTH.
A SMALL NON-RESIDENTIAL SUBSCRIBER, FOR WATER, IS CONNECTED TO A 1" OR SMALLER METER.

-OR-

UPON APPLICATION, EACH LARGE NON-RESIDENTIAL SUBSCRIBER SHALL SIGN AN AGREEMENT PROVIDING FOR A SECURITY DEPOSIT FOR ELECTRICAL AND WATER SERVICES EQUAL TO TWO (2) MONTHS USAGE BASED ON PAST CONSUMPTION OF SERVICE, COMPARABLE USER (CURRENT OR PAST), OR AS DEEMED APPROPRIATE BY COUNCIL. DEPOSIT SHALL BE REFUNDED WITHOUT INTEREST, UPON SUBSCRIBER'S REQUEST, AFTER 36 MONTHS OF PROMPT PAYMENT WITH NO DELINQUENT UTILITY BILLS OR AFTER DEDUCTION OF ALL UTILITY CHARGES AT TERMINATION OF SERVICE.

IN LIEU OF A SECURITY DEPOSIT, THE CITY OF HALLETTSVILLE MAY ACCEPT:

- 1) A SIGNED AGREEMENT ATTESTING THE SERVICE IS FOR THE BUILDING OWNED BY THE APPLICANT AND A LETTER OF CREDIT FROM AN ELECTRIC UTILITY FOR THE SUBSCRIBERS BUSINESS SHOWING NO LATE PAYMENTS FOR THE PAST TWELVE (12) MONTHS.
- 2) A THIRTY-SIX MONTH BANK LETTER OF CREDIT IN THE AMOUNT OF THE SECURITY DEPOSIT.
- 3) A THIRTY-SIX MONTH CERTIFICATE OF DEPOSIT PAYABLE TO THE CITY OF HALLETTSVILLE WITH INTEREST PAID TO THE SUBSCRIBER.

A LARGE NON-RESIDENTIAL SUBSCRIBER, FOR ELECTRICITY, USES MORE THAN 5,000 KWH PER MONTH.
A LARGE NON-RESIDENTIAL SUBSCRIBER, FOR WATER IS CONNECTED TO A 1-1/2" OR LARGER METER.

UTILITY BILLS ARE DUE AND PAYABLE ON THE 10TH OF EACH MONTH AND SERVICES SHALL BE DISCONTINUED AND DISCONNECTED ON THE 18TH DAY OF THE MONTH. ON OR AFTER THE 18TH, A LATE FEE OF \$40.00 IN ADDITION TO PAYMENT OF ALL DELINQUENCIES MUST BE PAID BEFORE SERVICES WILL CONTINUE OR BE RECONNECTED. SEVEN DAYS NOTICE WILL BE GIVEN OF THE ANTICIPATED ACTION TO TERMINATE UPON DEFAULT IN PAYMENT. THE UNDERSIGNED AGREE TO THESE TERMS AND WAIVE ALL CAUSES OF ACTION, BY REASON OF TERMINATION OF SUCH SERVICES.
A CHARGE OF \$25.00 WILL BE ADDED UPON THE RETURN OF ANY CHECK OR DRAFT OF APPLICANT RETURNED UNPAID.

NONPAYMENT WILL BE PROSECUTED FOR THEFT OF SERVICE UNDER SECTION 31.04 OF THE TEXAS PENAL CODE. PLEASE INITIAL THAT YOU HAVE READ THIS. _____

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS APPLICATION, UNDERSTAND SAME, AND AGREE TO SAME.

_____ DATED THIS _____ DAY OF _____, _____
NAME OF SUBSCRIBER

_____ TITLE: _____
SIGNED BY

PRINTED NAME OF SIGNATURE

NOTE: IN LIEU OF A SECURITY DEPOSIT FOR UP TO THREE ADDITIONAL METERS OF THE SAME CLASSIFICATION THE CITY OF HALLETTSVILLE, TEXAS MAY ACCEPT A SIGNED AGREEMENT ATTESTING THE RESIDENTIAL, SMALL BUSINESS, OR LARGE COMMERCIAL SUBSCRIBER HAS BEEN A CITY OF HALLETTSVILLE UTILITY CUSTOMER FOR THE PAST THIRTY-SIX (36) MONTHS AND IS IN GOOD CREDIT STANDING WITH NO LATE PAYMENTS FOR THE PAST (12) MONTHS.