



AGREEMENT

AGREEMENT BETWEEN THE CITY OF PLANTATION, First Party, herein referred to as "City" and

Name on Account _____

Service Address _____

Plantation, FL 333 _____ - _____ Second Party, herein referred to as "Applicant."

1. City agrees to furnish water and sewer service to Applicant at the above address subject to the rules, regulations, and ordinances of the City, as they shall be lawfully constituted from time to time. However, if the charges for water and wastewater treatment services become a lien on the land where such services are rendered, no water or wastewater service shall be reestablished until all past due amounts including penalties and other charges have been paid in full.
2. In consideration of such service, the Applicant agrees that all accounts are due and payable on the date statements are submitted to Applicant. If any monthly payments are in default, the City may cease service and may refuse to resume service until all sums due the City including late fees and service charges have been paid in full. The Applicant further agrees that the rates for service are subject to change and agrees to pay future rates for services lawfully adopted by the City.
3. The Applicant shall pay the required deposit to the City **plus a \$25.00 non-refundable application fee**. The receipt of the deposit is acknowledged by the City. The sum is to be held by the City until the City no longer furnishes service to the Applicant at the above address, or for twenty (20) years from the date it is received by the City provided that during such twenty (20) year period no customer material defaults have occurred (in which latter event, a return of the deposit shall be made twenty (20) years from the date of a material default), whichever first occurs. A material default is defined as the City's receipt of two (2) bad checks or disconnection of service by the City due to non-payment. The City may invest the deposits it receives and shall use the interest of earnings from such deposit investments to offset costs of the utilities system, and no such interest or earnings shall be refunded to the person making an application for water or wastewater service. Prior to any refund, the Applicant authorizes the City to deduct from the deposit any sum due the City from the Applicant. After twenty (20) years, the entire deposit will be credited to the active account. When said deposit is applied to a closing account, if the balance is \$2.00 or less, credit or debit, there will be no refund or bill sent. Refunds for the non-occurrence of a customer material default shall be made by crediting the amount of the deposit refund against the customer service agreement account. In the event a customer material default occurs after a deposit has been refunded, the City will require a replacement deposit equal to the amount it receives from new customers as a condition precedent to supplying continued utilities services.
4. The Applicant agrees to maintain all water and sewer lines, meter boxes, box covers and facilities connecting the Applicant's property with facilities of the City at the Applicant's own expense. The applicant shall properly protect the City's property on the Applicant's premises and shall permit no one but the City's agents or persons authorized by law to have access to the City's pipes or apparatus.
5. **The Applicant agrees to at all times make the sewers, meters, or valves safely accessible to meter readers or other City employees. Any Applicant who constructs any wall, fence or other obstacle or places a dog or any other animal in such a manner as to prevent or deter a meter reader or other City employee from access to a meter, valve or sewer, and after the City has attempted to contact the Applicant and resolve the access problem, the City will notify the Applicant by certified mail that the Applicant is in violation of the City Code of Ordinances, which includes but is not limited to the imposition of a fine up to \$500.00.**
6. It shall be unlawful to cause any loss or damage to City property resulting from carelessness, neglect, misuse or tampering with any meter or other City facility in such a manner as to cause loss or damage to the City or to prevent any meter installed from registering the proper quantity of water consumption.
7. A monthly base facility charge is a fixed monthly charge for service availability, which does not include charges for service usage (consumption charges). All utility accounts shall be billed base facility charges regardless of whether the premises are occupied or vacant.
8. I understand that the owner is responsible for all account activity. Arrangements made between the owner and other parties do not relieve this responsibility.

By: _____ Date signed: _____
(Applicant's Signature)

Print Name _____

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ who is personally known to me or who has produced a
_____ as identification, and ___ who did or ___ did not take an oath.

(Notary Public, Signature) Seal

Official Use Only			
Date Service Began:	/	/ 20	Account#
Authorized Representative:	Date:	/	/ 20