

THOMPSON SPECIAL SERVICE DISTRICT
CULINARY WATER APPLICATION & SERVICE AGREEMENT

THE PROPERTY OWNER, below named, hereby submits this application to the Thompson Special Service District for culinary water service as follows:

Property Owner:

Name: Saina Carey
Mailing Address: 574 W. Hale Ave. Moab, UT 84532
Home Phone #: 435-259-9463
Work Phone #: 435-259-5021

Property to be served:

Subdivision: 15 W. Old Hwy 64 or 50
Street Address: Thompson Springs, UT 84532

Type of Property:

Residential: Owner Occupied

Rental

Commercial: Owner Occupied

Rental

Connection Size:

Water Hook-up Fee:

3/4 inch meter fee/connection \$1200.00
1-inch meter fee/connection \$1400.00
1 1/2-inch meter fee/connection \$1500.00 +parts
2-inch meter fee/connection \$1800.00+ parts
Larger than 2 inches meter fee/connection to be
Determined by board

I will be activating the meter at the Cafe' 15 W. Old Hwy 64 or 50

Activation Fee \$100.00 Ck# _____

Date _____ Collected by: _____

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THIS CULINARY WATER SERVICE AGREEMENT ("Agreement"), is made and entered into by and between the above-named owner (the "Customer"), of the above described real property (the "Property"), and the Thompson Special Service District (the "District").

Based upon the foregoing application of the Customer for culinary water service from the District, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Customer and the District agree as follows:

1. Availability of Service. Effective within one working day of the date of execution hereof by the District, the Customer shall be authorized to receive the benefit of year-round culinary water service from the District, subject to the covenants and conditions hereinafter set forth.
2. Representation of Ownership. The Customer hereby represents the he/she is the legal owner of the Property, and that the Property shall be benefited by culinary water service to be received from the District. Each succeeding owner of the Property shall be required to execute a new service agreement with the District as a condition to receiving service from the District.
3. District Rules and Regulations. The Customer has read and is familiar with the lawful rules and regulations of the District pertaining to culinary water service and agrees to be bound by and obey the same as such are now or may hereafter be adopted and/or amended by the Board of Trustees of the District.
4. Payment of Fees and Charges. The Customer shall be the party responsible for payment of all service fees and charges lawfully imposed from time-to-time by the District for culinary water service rendered by the District to the Property. Any Bill not timely paid shall be deemed delinquent.
5. Termination. Culinary water service to the Property may be terminated as follows:
 - a. Termination Upon Request. Subject to the provisions of Section 7(b) below, the Customer may request termination of service to the Property upon submitting a written request for termination of service to the District. Upon receipt of said request, service to the Property shall be terminated and remain terminated unless and until:
 - i. The Customer notifies the District, in writing, that service to the Property is to be reinstated in conformance with provisions of this Agreement, or,
 - ii. A successor owner of the Property executes a new service agreement.
 - b. Termination for Delinquency. In the event any bill shall remain delinquent, the District shall discontinue furnishing water service to the Customer's Property and shall refuse to restore water service unless and until all past due service fees and charges, together with interest on the delinquent amount plus the District's standard re-connection fee have been paid in full. In addition, pursuant to the provisions of Utah Code Ann. §17A-1-205 and 17B-2-801 through 805 (the "Statute"), the District may certify the past due service fees and other amounts for which the Customer is liable to the Treasurer or Assessor of

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Grand County, Utah. Upon their certification, the past due service fees, and other amounts for which the Customer is liable for water services rendered by the District shall become a lien upon 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. All methods of enforcement available for the collection of general county taxes, including sale of the Property, shall be available for the collection of delinquent service fees and charges. The aforesaid remedies shall be in addition to and not in lieu of any and all other remedies available to the District as law or in equity, including, without limitation, a civil action authorized pursuant to the Statute.

- c. Termination in the Event of Contamination. In the event the District, as a result of water sampling, has reasonable cause to believe that the water supply of the District is being contaminated, in any way, from the Property, the District may temporarily terminate water service until the source of contamination has been removed and/or the contamination or threat of contamination has been rectified to the satisfaction of the District; whereupon water service to the Property shall be restored.

6. Reinstatement of Service. Service to the Property shall only be reinstated by authorized District Personnel. Turning on water that has been turned off by order of the District by anyone other than authorized personnel is strictly prohibited. A tampering charge shall be assessed and/or court action may be taken for any unauthorized turn-on, theft, tampering, or vandalism of District property. Customer shall further pay and be responsible for any unauthorized use of water at the Property, if any, during the period of contamination.

7. Rental Property and Property Being Purchased Under Contract. In the event the Property shall be leased or sold under contract by the Customer to another person or persons (hereinafter referred to singularly or collectively as the case may be, as the "Tenant/Purchaser"), service to the premises shall be rendered by the District subject to and in conformance with the following:
 - a. Notwithstanding that the Property has been leased or is being sold under a contract, all billings for service to the Property shall nevertheless be sent directly to the Customer and the Customer shall be liable for payment of the same in conformance with the provisions of this Agreement, and it shall be the responsibility of the Customer and not the District to seek reimbursement for fees and charges paid by the Customer from the Tenant/Purchaser.
 - b. The District shall not terminate service to the Property, either as a result of non-payment of said fees and charges by the Customer or otherwise at the request of the Customer, without first having given due and adequate notice of said delinquency to the Tenant/Purchaser.

8. Right of Entry. Duly authorized officials, agents, employees, and contractors of the District shall have the right to enter upon the Property to install, operate, inspect, read, monitor, maintain,

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repair, and replace any and all meters, equipment and other appurtenances to the District' culinary water system located on the Property.

9. Emergency Curtailments. In times of scarcity of water, whether such scarcity is the result of emergency, natural causes, mechanical failure, or any other cause whatsoever, the District shall have the right, in its discretion, to ration or otherwise curtail water service to the Property.
10. Attorney' Fees and Costs. The Customer shall pay and be responsible for all costs and expenses, including without limitation, reasonable attorney's fees, incurred by the District in any effort to collect any delinquent account or otherwise enforce any other provision hereof, whether by litigation or otherwise.
11. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.
12. Governing Law. This Agreement and all matters relating hereto, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

DATED this ____ day of _____, 20__.

CUSTOMER:

Saina Carey
(TYPE/PRINT NAME OF CUSTOMER)

[Signature]
(SIGNATURE OF CUSTOMER)

THOMPSON SPECIAL SERVICE DISTRICT

By: _____
(CHAIR, BOARD OF TRUSTEES)

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IMPACT FEE PAID BY: CASH - RECEIPT # _____ CHECK - CHECK # _____
AMOUNT DUE: \$ _____; AMOUNT PAID: \$ _____; BALANCE DUE: \$ _____

CONNECTION FEE PAID BY: CASH - RECEIPT # _____ CHECK - CHECK # _____
AMOUNT DUE: \$ _____; AMOUNT PAID: \$ _____; BALANCE DUE: \$ _____

WATER DEPOSIT PAID BY: CASH - RECEIPT # _____ CHECK - CHECK # _____
AMOUNT DUE: \$ _____; AMOUNT PAID: \$ _____; BALANCE DUE: \$ _____

SERVICE FEE PAID BY: CASH - RECEIPT # _____ CHECK - CHECK # _____
AMOUNT DUE: \$ _____; AMOUNT PAID: \$ _____; BALANCE DUE: \$ _____