

**CITY OF ADEL, IOWA  
APPLICATION AND AGREEMENT  
FOR WATER/SEWER SERVICE AND GARBAGE PICKUP**

In consideration for the City of Adel agreeing to furnish water and sewer services to the applicant and garbage pickup to residential applicants, the applicant agrees to comply with all the rules and regulations of the City of Adel now in force or hereafter established which are applicable to water and sewer service or garbage pickup and to water meters and sanitary sewer connections and their maintenance, protection and use. The applicant agrees to pay for all water delivered to the premises and sanitary sewer services based there on at established rates during periods when the water is passing through a properly registered water meter installed and maintained under the provisions of this agreement. The applicant also agrees to pay (if applicable) for garbage pickup as in the Municipal Code of Adel, whether used or merely available, provided to the premises serviced by this agreement at established rates.

**The applicant understands and agrees that bills for water and sewer service and garbage pickup shall be due and payable at the office of the Adel City Clerk on or before the twentieth (20th) day of each month.**

Bills not paid in full when due shall be considered delinquent. A one time late penalty of ten percent (10%) of the amount due shall be added to each delinquent bill. This account shall be considered delinquent as above described unless paid in full when due. Services to the applicant will be discontinued if payment including late payment charges, is not received in full within ten (10) days after the due date. After services have been disconnected, applicant will be charged a turn on fee before service is restored. The owner of the premises served, and any lessee or tenant thereof shall be jointly and severally liable for water and sewer services and garbage pickup charges to the premises. The applicant agrees that any bill considered delinquent pursuant to the rules and regulations of the City of Adel shall continue a lien upon the premises served and may be certified by the Adel Clerk to the Dallas County Treasurer for collection in the same manner as property taxes. If the applicant is a renter, applicant hereby gives the City of Adel permission and authority to notify the service premises owner of any delinquencies and disconnect notices. Failure by City of Adel to so notify the services premises owner shall not relieve the applicant or owner of any obligations whatsoever under the terms of this agreement. If the applicant is not a natural person, then the person signing this application as the responsible party understands and agrees that he or she is and shall remain personally responsible, jointly and severally, for full payment of all bills for services provided pursuant to this agreement. The responsible party does hereby waive all demand, presentment for payment, notice of non-payment, notice of delinquency and disconnect, and all other notices of filing suit, and diligence of collecting all amounts due under the agreement. All notices and bills for service will be addressed to the service address appearing on the front of this agreement.

**If the applicant requests the temporary suspension of Water Service for any reason, charges for Water and Sewer Service will be suspended. However, due to the City's garbage and recycling contracts, the applicant shall continue to pay for garbage and recycling each month, regardless of whether Water and Sewer Services are suspended. In addition, due to the nature of storm water, the applicant shall continue to be charged for the storm water utility, regardless of whether Water and Sewer Services are suspended.**

Applicant understands and agrees that in some cases, applicant will be required to read his or her own water service meter and report the usage reading to the City of Adel. Applicant agrees to accurately report those reading at all times in a timely manner and to pay for service provided pursuant to those readings. If applicant fails to report readings as required, applicant hereby authorizes the City of Adel to estimate usages and to bill applicant based upon those estimates. If an inspection of the applicant's water service meter reveals an inaccuracy in amounts estimated by the City or amounts reported by the applicant, applicant agrees to promptly pay for any previously unbilled service when actually billed. If an inspection of the applicant's water service meter reveals an overpayment by applicant, applicant authorizes the City of Adel to either pay in cash or credit applicant's overpayment toward future utility bills as the City of Adel shall determine.

The size and type of water meter to be installed in the service premises shall be determined by the City of Adel. The City of Adel shall have the right to inspect the water meter and any sanitary sewer and water line connection to the City's mains at any reasonable time and prior to construction, reconstruction or connection to City's mains and shall have the right to remove and test the water service meter (and if it so desires, to substitute another water meter for that being tested) whenever it desires to do so whenever the customer may demand it. Removal, testing, and substitution of a water meter at the request of the applicant will be at the expense of the applicant. If a water meter is substituted, both parties hereto shall have the same rights and obligations with respect to the substituted water meter as provided herein with respect to the water meter first installed.

It shall be the City's obligation to provide water and sewer service at the City's main. Applicant shall be responsible for all connections between the City's main and the service premises, at applicant's sole cost. Any such privately installed pipes shall remain the property of the applicant and the City of Adel shall not be responsible for the maintenance of such privately installed pipes. In the case of a leak or other defects which may develop in the privately installed pipe, the applicant will be responsible for full payment of all water and sewer service delivered or provided as determined by actual water service meter readings or by the quantity of water reasonable assumed by the City to have been delivered, the water will be shut off until the necessary repairs are made. Applicant understands and agrees that connection to City's water and sewer mains shall be done only upon permit by City and only by a plumber approved by City, at applicant's cost. Applicant agrees to pay any connection charges imposed by City.

The applicant agrees that the City of Adel shall not be held responsible or liable for any damages that the applicant may suffer from excessively high or low water pressure in its mains or from the addition of any necessary chemicals or from sand, dirt or any other impurities that may flow into or through said water meter or into the service premises from the mains of the City of Adel. The applicant will furnish, at his or her expense, a suitable piping arrangement or location, to be approved by the City of Adel, in which the water meter shall be installed and used. The applicant agrees that if the water meter is installed in a building, the customer will indemnify and hold harmless, the City of Adel, from any and all claims for damages resulting from such installation, including, but not limited to, all damages resulting from leakage of water therefrom.

The applicant further agrees that the City of Adel shall not be held responsible or liable for any damages that the applicant may suffer from sanitary sewer backup or leakage whatsoever or for any reason. The applicant agrees that he or she will not discharge or be discharged in the City's sanitary sewer lines, either by direct action or through negligence, any surface water or water from any foundation, floor or roof drains or pumps. The City of Adel shall have the right to temporarily terminate all delivery service to the service premises, after reasonable notice, if applicant discharges water into the sanitary sewer in violation of this agreement.

Applicant agrees that the deposit made with this application may be used to apply on any delinquent or final bill due to the City of Adel without prior notice or demand. If an applicant's deposit has been applied to a delinquent or final bill, the applicant shall pay a new deposit if service is reinstated or if the applicant applies for new service.

If applicant is a business, the person signing this agreement as responsible party does thereby agree to be personally responsible, jointly and severally, for full and timely payment for all bills for services provided pursuant to this agreement.

With respect to this entire agreement, where the context permits, the singular includes the plural and vice versa, and where the context permits, the masculine gender includes the feminine, and each of them includes the neuter and vice versa. Severability clause. If any section, provision or part of this agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.