

**CITY OF MOBERLY
PUBLIC UTILITIES SERVICE AGREEMENT**

ACCOUNT NUMBER: _____

THIS AGREEMENT WAS MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF MOBERLY, MISSOURI, A MUNICIPAL CORPORATION OF RANDOLPH COUNTY AND THE STATE OF MISSOURI, HEREBY KNOWN AS THE PARTY OF THE FIRST PART. THE SAID PARTY OF THE FIRST PART HEREBY AGREES TO FURNISH AND SUPPLY WATER, SEWER, AND SANITATION SERVICES TO THE SAID PARTY OF THE SECOND PART FOR THE PROPERTY LISTED BELOW IN THIS AGREEMENT WHICH IS IN THE SAID CITY, ACCORDING TO THE RULES AND REGULATIONS NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED BY THE CITY OF MOBERLY, MISSOURI.

_____ IN CONSIDERATION OF THE FULFILLMENT OF THE FOREGOING AGREEMENT, THE SAID PARTY OF THE SECOND PART HEREBY AGREES TO PAY THE SAID PARTY OF THE FIRST PART THE RATE OF CHARGE FOR SAID WATER SERVICE, SEWER RENTAL, AND SANITATION SERVICE THAT ARE NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED BY THE CITY OF MOBERLY, MISSOURI AND TO OBSERVE AND OBEY ALL RULES AND REGULATIONS OF THE CITY OF MOBERLY, MISSOURI, NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED.

_____ IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE SAID WATER SERVICE MAY CONTINUE FOR ANY LENGTH OF TIME UNDER THE TERMS AND PROVISIONS OF THIS CONTRACT UNLESS THE SAID PARTY OF THE SECOND PART SHALL NOTIFY, IN WRITING, IN PERSON, OR BY PHONE THE CITY WATER DEPARTMENT, OF THE CITY OF MOBERLY, MISSOURI. THAT SAID, WATER SERVICE SHALL BE DISCONTINUED OR IN THE EVENT THE SAID PARTY OF THE SECOND PART SHALL VIOLATE ANY OF THE RULES AND REGULATIONS OF THE SAID CITY OF MOBERLY, MISSOURI, WHICH REQUIRES THE DISCONTINUANCE OF THE SAID WATER SERVICES.

_____ IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT ALL RULES AND REGULATIONS OF THE CITY OF MOBERLY, MISSOURI NOW IN FORCE OR WHICH MAY HEREAFTER BE ADOPTED BY THE SAID CITY OF MOBERLY, MISSOURI RELATIVE TO WATER SERVICE TO CONSUMERS, ARE DEEMED BY THE PARTIES HERETO BE PART OF THIS CONTRACT AND THE PROVISIONS THEREOF TO BE PROVISIONS OF THIS CONTRACT.

_____ IT IS FURTHER MUTUALLY AGREED BY SECOND PARTY THAT A DELINQUENT ACCOUNT BALANCE BE RELEASED TO SAID PROPERTY OWNER, ACCORDING TO CURRENT CITY ORDINANCE.

ACCOUNT HOLDER NAME: _____
(SECOND PARTY)

BUSINESS NAME: _____
(IF APPLICABLE)

SERVICE ADDRESS: _____

BILLING ADDRESS: _____
(IF DIFFERENT FROM SERVICE ADDRESS)

ACCOUNT HOLDER'S PHONE NUMBER: _____ EMAIL: _____

DRIVER'S LICENSE NUMBER: _____

EMERGENCY CONTACT INFORMATION:

NAME: _____ RELATIONSHIP: _____ PHONE NUMBER: _____

IN WITNESS WHEREOF, THE SAID PARTIES HAVE THIS _____ DAY OF _____, AD 20_____
SET THEIR HAND HERETO AT THE CITY OF MOBERLY, COUNTY OF RANDOLPH AND STATE OF MISSOURI.

CLERK SIGNATURE: _____ DEPOSIT AMOUNT: _____

ACCOUNT HOLDER SIGNATURE: _____ DATE: _____

**CITY OF MOBERLY, MISSOURI
PUBLIC UTILITIES SERVICE AGREEMENT**

ACCOUNT NUMBER: _____

BILLS ARE DUE IN FULL BY 5 p.m. ON THE 17th OF EACH/EVERY MONTH. AFTER 5 P.M. THERE WILL BE A 20 (TWENTY) PERCENT PENALTY ADDED TO THE ACCOUNT. IF THE BILL IS NOT PAID IN FULL BY THE 23rd at 5 p.m. WATER SERVICE WILL BE DISCONNECTED. PAYMENT OF THE ACCOUNT OUTSTANDING BALANCE IS REQUIRED TO RESTORE SERVICE.

IF THE BILL FOR A SHUT OFF ACCOUNT IS PAID AFTER 4:30 p.m. ON A NORMAL BUSINESS DAY OR THE WEEKEND, SERVICE WILL BE RESTORED ON THE NEXT REGULAR BUSINESS DAY. IF IT IS A LEGAL CITY HOLIDAY, SERVICE WILL BE RESTORED ON THE NEXT REGULAR BUSINESS DAY.

CITY ORDINANCE #8373, SECTION 7 STATES THAT BILL MUST BE PAID BY THE DUE DATE TO AVOID THESE FEES.

CITY ORDINANCE #9339, SECTION 1(d) STATES THAT CUSTOMERS WHO ARE DELINQUENT (PAYMENT NOT RECEIVED BEFORE SHUT OFF DATE) ON THEIR ACCOUNT MORE THAN 3 TIMES IN A 12-MONTH PERIOD WILL REQUIRE A DEPOSIT ON THEIR ACCOUNT. THIS DEPOSIT WILL BE REQUIRED REGARDLESS OF OWNERSHIP, BUSINESS CLASSIFICATION OR RESIDENTIAL STATUS.

SIGNATURE: _____ DATE: _____