

**GRANGER HUNTER IMPROVEMENT DISTRICT  
SERVICE AGREEMENT  
(SINGLE FAMILY RESIDENTIAL OWNER-OCCUPIED CONNECTION)**

ACCOUNT NO. \_\_\_\_\_  
AutoDraft \_\_\_\_\_ E-Bill \_\_\_\_\_  
Driver's License \_\_\_\_\_

First Reading Date \_\_\_\_\_  
Reading \_\_\_\_\_

**PROPERTY OWNER:** \_\_\_\_\_  
(Print Name)

Land Parcel No. \_\_\_\_\_  
Subdivision: \_\_\_\_\_ Lot No. \_\_\_\_\_  
Street Address: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Document Verification** \_\_\_\_\_

Owner's Phone : \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Owner's Email: \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Nearest relative not living with you : \_\_\_\_\_  
Relative's Phone Number: \_\_\_\_\_

**METER:** Serial No. \_\_\_\_\_  
Size: \_\_\_\_\_ MXU No. \_\_\_\_\_  
**SEWER:** Sewer No. \_\_\_\_\_

**AGREEMENT**

**IN CONSIDERATION** of the covenants and conditions herein set forth, the above-named Owner (the "Owner"), of the property hereinabove described (the "Property"), and GRANGER-HUNTER IMPROVEMENT DISTRICT (the "District"), hereby acknowledge and agree as follows:

1. Availability of Service. Effective within one (1) working day of the date of execution hereof by the District, the Owner shall be authorized to receive the benefit of year-round culinary water service and/or sanitary sewer service (collectively, "Service"), from the District, subject to the covenants and conditions hereinafter set forth.
2. Representation of Ownership. The Owner hereby represents that he/she is the legal owner of the Property, and that the Property shall be benefited by the Service to be provided by 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 Owner hereby acknowledges that he/she has read and is familiar with the lawful rules and regulations of the District (the "Rules and Regulations") pertaining to Service to be provided by the District, and agrees to be bound by the same as such are now or may hereafter be adopted and/or amended by the governing board of the District. Service shall be provided by the District in conformance with and subject to the Rules and Regulations.
4. Billing and Payment. The District shall impose fees and charges for Service provided by the District, which the Owner shall be required to pay, as billed, as a condition to receiving continued Service from the District. As authorized by law, culinary water and sanitary sewer service fees and charges (collectively, "Fees and Charges"), shall be combined into a single, consolidated billing statement, and shall be billed monthly or on such other interval as established by the District, and shall be paid in addition to all other fees and charges lawfully imposed by the District. Any bill not timely paid shall be deemed delinquent and all past-due payments, including late charges and interest, shall be collected by the District in conformance with and subject to the Rules and Regulations.

5. Termination and Discontinuance of Service. Service to the Property may be terminated or discontinued in conformance with the following

(a) Termination Upon Request. Subject to the provisions of Section 5(b) below, the Owner 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 Owner notifies the District, in writing, that Service to the Property is to be reinstated in conformance with the Rules and Regulations, or (ii) a successor owner of the Property executes a new agreement for Service.

(b) Termination for Delinquency. In the event any bill shall remain delinquent, the District shall discontinue furnishing Service to the Property and shall refuse to restore Service unless and until all past due service Fees and Charges, together with late charges and interest on the delinquent amount plus the District's resumption of service fee have all been paid in full. In addition, pursuant to the provisions of Utah Code Ann. Section 17B-1-901 and 903, (the "Statute"), the District may certify the past due Fees and Charges and other amounts for which the Owner is liable, to the treasurer or assessor of Salt Lake County, Utah. Upon their certification, the past due Fees and Charges and other amounts for which the Owner is liable for Service 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 said delinquent Fees and Charges and other amounts due. The aforesaid remedies shall be in addition to and not in lieu of any and all other remedies available to the District, at law or in equity, including, without limitation, a civil action authorized pursuant to the Statute. Prior to terminating Service to the Property, the District shall provide written notice to the Owner, pursuant to which the Owner shall be given an opportunity to cure the delinquency. In the event the delinquency is not cured within the period provided in the notice, Service to the Property shall be terminated as provided herein.

(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 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 Service to the Property shall be restored. All costs incurred by the District in rectifying the contamination or threat thereof shall be reimbursed by the Owner to the District as billed by the District, and the Owner's failure to pay the same shall be deemed to be a delinquent charge under Section 5(b), collectible as provided in therein.

6. Reinstatement of Service; Tampering; Theft of Service. Service to the Property shall only be originally installed or reinstated by authorized District personnel. Turning on water that has been turned off by order of the District, by anyone other than authorized District 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. Owner shall further pay and be responsible for any unauthorized use of water at the Property, if any, during any period of termination.

7. 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, repair and replace any and all meters, equipment and other appurtenances and facilities of the District located on the Property.

8. Emergency Curtailments; Wasting of Water Prohibited. 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 Service to the Property. It is a violation of the Rules and Regulations to waste water, and to allow any appliance, fixture, equipment, sprinkler system, faucets or other water using facility to leak, overflow or operate in a wasteful manner.

9. Attorney's Fees and Costs. The Owner shall pay and be responsible for all costs and expenses, including, without limitation, reasonable attorney's fees, incurred by the District in an effort to collect any delinquency or otherwise enforce any other provision hereof, whether by litigation or otherwise.

10. 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 term or provision shall not affect the enforceability of any other term or provision of this Agreement.

11. 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.

EFFECTIVE DATE: \_\_\_\_\_.

OWNER:

GRANGER-HUNTER IMPROVEMENT DISTRICT

\_\_\_\_\_  
[SIGNATURE OF OWNER]

By: \_\_\_\_\_