

SEWER SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between the City of Taft, a municipal corporation, hereinafter referred to as "CITY" and _____ a _____ hereinafter referred to as "CUSTOMER" both of whom, agree as follows:

WHEREAS CUSTOMER occupies that certain property within the corporate limit of CITY identified as Kern County Assessor's Parcel No. _____, the address of which is _____, Taft, California 93268; and

WHEREAS CUSTOMER wishes to procure sanitary sewer service to the said premises as required by Section 3-3-3 (B) Taft Municipal code which requires that all residential, commercial and industrial structures within the city be connected to the sanitary sewer system when sanitary sewer mains are within 300 feet of the building; and

WHEREAS CITY is willing and able to provide sanitary sewer service to the premises described herein:

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. CITY agrees to provide sanitary sewer service to the premises described herein.
2. CUSTOMER understands that sanitary sewer service is a user fee supported utility service and agrees to pay the fee charged by CITY pursuant to applicable provisions of the Taft Municipal code for such service.
3. CUSTOMER understands that sewer service fees are billed bi-monthly on a prospective basis and that fees are due and payable upon date of billing.
4. CUSTOMER further understands that penalty fees and interest accrue to unpaid sewer service fees pursuant to Section 5473.10, California Health and Safety Code and in accordance with applicable provisions of the Taft Municipal code and applicable policies and procedures of CITY.
5. Should CUSTOMER fail to pay sewer service fees when due, CUSTOMER understands that CITY will take all lawful action including use of a collection agency and/or legal action to collect unpaid sewer service fees.
6. Should CITY be required to employ the service of a collection agency or similar service to collect unpaid sewer service fees, CITY shall be entitled to recover reasonable cost associated with collection of the outstanding debt in addition to the amount owed including unpaid sewer service fees, penalty and interest.
7. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.
8. By signing this Agreement, CUSTOMER acknowledges receipt of information explaining CITY's sewer service fee and fee collection policies.

Dated this _____ day of _____, 20____ at Taft, Kern County, California.

CITY OF TAFT

CUSTOMER:

Name (Print)

Name (Print)

Signature

Signature

REFUSE SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between the City of Taft, a municipal corporation, hereinafter referred to as "CITY" and _____ a _____ hereinafter referred to as "CUSTOMER" both of whom, agree as follows:

WHEREAS CUSTOMER occupies that certain property within the corporate limit of CITY identified as Kern County Assessor's Parcel No. _____, the address of which is _____, Taft, California 93268; and

WHEREAS CUSTOMER wishes to procure refuse disposal service to the said premises as required by Section 3-3-3 (B) Taft Municipal code which requires that all residential, commercial and industrial structures within the city receive such service and pay fees established by CITY for such service; and

WHEREAS CITY is willing and able to provide refuse disposal service to the premises described herein:

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. CITY agrees to provide refuse disposal service to the premises described herein.
2. CUSTOMER understands that refuse disposal service is a user fee supported utility service and agrees to pay the fee charged by CITY pursuant to applicable provisions of the Taft Municipal code for such service.
3. CUSTOMER understands that refuse disposal fees are billed bi-monthly on a prospective basis and that fees are due and payable upon date of billing.
4. CUSTOMER further understands that penalty fees and interest accrue to unpaid refuse disposal fees pursuant to Section 5473.10, California Health and Safety Code and in accordance with applicable provisions of the Taft Municipal code and applicable policies and procedures of CITY.
5. Should CUSTOMER fail to pay refuse disposal fees when due, CUSTOMER understands that CITY will take all lawful action including use of a collection agency and/or legal action to collect unpaid refuse disposal fees.
6. Should CITY be required to employ the service of a collection agency or similar service to collect unpaid refuse disposal fees, CITY shall be entitled to recover reasonable cost associated with collection of the outstanding debt in addition to the amount owed including unpaid refuse disposal fees, penalty and interest.
7. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.
8. By signing this Agreement, CUSTOMER acknowledges receipt of information explaining CITY's refuse disposal fee and fee collection policies.

Dated this _____ day of _____, 20____ at Taft, Kern County, California.

CITY OF TAFT

CUSTOMER:

Name (Print)

Name (Print)

Signature

Signature

