

## UTILITY SERVICE CONSUMER CONTRACT

Property owners are responsible for executing a contract with the City of Great Falls for utility services. The contract states the following:

In consideration of these premises, the City of Great Falls agrees to sell and deliver utility services, including water, sewer, irrigation, fire line, fire hydrant, storm drain and sanitation services, to consumer at the above address and Consumer agrees to pay at the rate in force for said address. The City enters into this contract with the owner of the property. The City may agree to allow service in a tenants name if the owners account on the particular property is current, including any lienable charges from the previous tenant.

Consumer agrees to abide by all rules and regulations of the City governing use of the utility services provided; and all such rules and regulations are hereby incorporated by reference and made a part of this contract. Specific rules and regulations are stated in Official Code of the City of Great Falls, including but not limited to Chapters 8 and 13.

Flat rate payments under this agreement shall be due and payable on or before the 15<sup>th</sup> day after the monthly statement; and metered rates on or before the 15<sup>th</sup> day after the monthly statement for the previous month's service.

Any amount not paid by the due date will render the account delinquent and the City may immediately discontinue utility services until such default shall be corrected, including the payment of costs of turning utility services off and on and any applicable service charges.

In addition to the foregoing and all other remedies available, it is agreed all sums due and unpaid under this contract shall be a lien against the real property which has received utility services, as allowed under Montana law, including but not limited to Mont. Code Ann. § 7-13-4309, and appropriate provisions of the Official Code of the City of Great Falls.

If the City cannot physically discontinue utility services due to location of the service line or meter, the consumer will pay any costs incurred by the City to make said service line or meter accessible.

Consumer understands and agrees that the City is not responsible for maintenance or repair of the curb valve, box and service line from the main into the improvements on the property. Consumer further agrees that the curb box must be available to the City at all times.

Consumer grants the City's agents or other authorized persons access at reasonable hours to any premises where utility services are used for the purpose of making inspections or investigations.

Delay by the City in enforcing its remedies hereunder shall never be deemed a waiver of such default or the remedies herein provided; and an actual waiver of one default hereunder shall never be deemed a waiver of any other default whether prior or subsequent.

This agreement shall inure to the benefit of and be binding upon the property owner.

Please contact Utilities Customer Service at (406) 727-7660 for a contract.