

Rogers Water Utilities Customer Service Agreement

Rogers Water Utilities • 601 S. 2nd Street, Rogers, AR, 72756 • P.O. Box 338, Rogers, AR 72756
Tel: (479) 621-1142 • E-mail: service@rwu.org • www.rwu.org

I hereby apply to the Rogers Water Utilities of the City of Rogers, Arkansas ("RWU") and request that the property located at the service address listed below be provided with water service, sewer service, or both, as applicable. I agree that RWU may access my credit file for purposes of verifying my identity to comply with the Fair and Accurate Credit Transactions Act. I understand that ordinances, rules, regulations, procedures, specifications, deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees that apply to this Agreement are available, as applicable, for viewing in the Code of Ordinances of the City of Rogers, Arkansas available online at www.rogersar.gov, the Rogers Water Utilities website, www.rwu.org, or in RWU's New Customer Packet, or equivalent document, as may be in effect at the time the account is opened. I understand that I am free to read all applicable documents prior to entering into this Agreement. By my signature below, I certify that I have read and agree to all provisions on the reverse side of this Agreement

Service address: _____

Landlord _____

Landlord Phone: _____

Billing address: _____

Service Date: _____

Circle One

Owner Landlord Renter Rollover

Irrigation / Lawn Hydrant: _____ Yes/No

Primary Customer Name:

1) _____ Employer: _____

Phone# _____ DL or TIN# _____ DOB: _____
State

Email: _____ Social Security #: _____

Secondary Customer Name:

2) _____ Employer: _____

Phone# _____ DL or TIN# _____ DOB: _____
State

Email: _____ Social Security #: _____

X _____ X _____
Signature of Applicant (primary) Date Signature of Applicant (secondary) Date

In consideration of, and as a condition for receiving services from RWU, I understand and agree as follows:

To pay to RWU all applicable deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Rogers Waterworks and Sewer Commission and RWU, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Agreement.

To comply at all times with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Rogers Waterworks and Sewer Commission and RWU, and all other applicable laws, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws being incorporated herein and made part of this Agreement.

I understand that if my bill is not paid by the due date, a ten percent (10%) late fee for the amounts due for water and sewer services will be charged. I understand if my bill remains unpaid for thirty (30) days after the billing date, my water and sewer services will be subject to disconnection. If my services are disconnected, applicable service fees must be paid before service is restored. I understand that any deposit cannot be used to restore service but is only applied when my account is closed.

That I **will not** engage in *evasion of payment*. *Evasion of payment* is a fraudulent attempt to avoid making payment for water and sewer services by deceit, subterfuge, concealment, or misrepresentation. An example of evasion of payment is when a disconnection has occurred, and a customer causes another person living at the same service address to open a new account for the service address in an attempt to avoid paying the overdue bills and service fees. Another example is when a disconnection has occurred on a business or commercial account and the principal of the business attempts to open a new account under a new business name in an attempt to avoid paying the overdue bills and reconnection fees. These are examples only and evasion of payment can take other forms. I understand that evasion of payment is fraud and that RWU may pursue all legal and equitable remedies against anyone attempting it and may also refer such attempts to law enforcement. RWU reserves the right to disconnect services at an address where evasion of payment has occurred.

I understand that RWU may file lawsuits to collect unpaid bills. I understand and agree that the applicable statute of limitations for any such suits is the statute of limitations for written contracts, which is presently five years. I agree that this Agreement is governed by Arkansas law without regard to its principles of conflict of laws and that venue for any action concerning this Agreement is the State or Federal Courts embracing Benton County, Arkansas, unless another venue is specified by law. I understand and agree that if a judgment is obtained against me, that RWU may collect the judgment using all lawful means which may include, without limitation, garnishment of my salary or wages, the levy and sale of my nonexempt personal property, and imposition of a lien on and sale of any real property I may own.

I understand that if I file a petition for protection under the Bankruptcy laws of the United States, that RWU will segregate pre-petition charges and close my existing account as of the filing date of my bankruptcy petition, and that a new account will be opened for me. RWU may set off any prepetition deposit against my prepetition account in accordance with applicable law, including 11 U.S.C. § 366. In accordance with 11 U.S.C. § 366, I understand that RWU may request adequate assurance of payment in the form of a deposit or other security for post-petition services and may, after expiration of the applicable timelines in 11 U.S.C. § 366, alter, refuse, or discontinue service if such adequate assurance of payment is not provided.

The provisions of this Agreement apply both to the primary customer and secondary customer on any account. In the event that a primary customer dies, a secondary customer is entitled to return of any deposit on the account when the secondary customer ceases to be a customer of RWU and the account is closed.

Unless I have provided instructions to the contrary, by providing my wireless telephone number to RWU, I consent to receive from RWU at that number auto dialed and prerecorded telephone calls and text messages that are closely related to utility services, including, without limitation, calls and messages that (a) warn about boil orders, conservation measures, planned or unplanned service outages, and the like; (b) provide updates about outages or restoration, ask for confirmation of service restoration or information about lack of service, and provide notification of meter work, line maintenance, or other work that directly affects the customer's utility service, (c) notify customers that they may be eligible for subsidized or low-cost service due to certain qualifiers, and (d) calls that warn about the likelihood that failure to make payment will result in service curtailment (disconnection notices).