



BEAR RIVER WATER CONSERVANCY DISTRICT
 102 WEST FOREST STREET
 BRIGHAM CITY, UT 84302
 435-723-7034

RESIDENTIAL WATER SERVICE APPLICATION AND AGREEMENT

APPLICANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE NAME
PHONE	MAIN EMAIL	

SPOUSE

LAST NAME	FIRST NAME	MIDDLE NAME
PHONE	ALT. EMAIL	

LOCATION OF SERVICE

ADDRESS	CITY	ST	ZIP
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MAILING ADDRESS

ADDRESS	CITY	ST	ZIP
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NEAREST RELATIVE NOT LIVING WITH YOU

NAME	PHONE		
ADDRESS	CITY	ST	ZIP

APPLICATION IS FOR

- NEW SERVICE
- NEW CONSTRUCTION
- TRANSFER SERVICE

PARCEL ID #
FOR TRANSFER: PREVIOUS OWNER NAME

RENTING OR LEASING PROPERTY

LANDLORD NAME	LANDLORD PHONE		
LANDLORD ADDRESS	CITY	ST	ZIP

OFFICE USE ONLY

DATE	PAYMENT #	IMPACT FEES PAID
ACCOUNT #	AMOUNT \$	CONNECTION FEES PAID
READ ROUTE #		

TERMS OF SERVICE

Please initial each item below. **To receive water from the Bear River Water Conservancy District, the Applicant agrees to:**

1. Abide by and obey all rules and regulations herein and hereafter adopted by the Board of Trustees of the District. _____
2. Pay the current Impact Fee of _____ and the service connection fee and installation costs of _____ as currently established by the District's Board of Trustees. A water availability fee equal to the minimum monthly charge for water service shall be charged beginning the month following payment of the impact fee and installation costs and continuing each month, including customers who wish to reserve a water connection but are not ready to have a meter installed to begin using water. _____
3. Make payment to the District prior to 3:00 p.m. on the last business day of the month as set forth in the District's water billing statement for all applicable water and service charges billed for water usage at the rates lawfully set from time to time by the District's Board of Trustees and specified in this agreement. See Schedule A for Current Rates. _____
4. Remit a refundable security deposit in the current amount established by the Board of Trustees, if the applicant is a renter or lessee of property where a connection is provided. (Currently \$150.00) _____.
5. Pay an interest charge in the amount established by the Board of Trustees, currently \$10.00 per billing cycle, on any outstanding balance not paid **by 3:00 p.m. on the last business day of the month**. Acknowledge that if the applicant is delinquent for more than thirty (30) days in payment of billed charges for water service or breaches this agreement in any way, the District will have the right to discontinue all water services until such time as the delinquent bill, interest charges, collection charges, attorney's fees and/or any other applicable charges have been paid to the District or the applicant is no longer in breach of the agreement. If the water service is discontinued, the applicant shall pay a re-connection fee in the amount established by the Board of Trustees prior to reinstatement of water service. (Currently \$100.00) _____
6. Pay all costs, including attorney's fees, incurred by the District through its efforts to collect any delinquency or to enforce this agreement. Acknowledge that the applicant has fifteen (15) days from the date of the bill postmark to protest any billing amounts or the protest is void. _____
7. Acknowledge that cross connections are prohibited, and that the applicant shall prevent any backflow into the District's delivery facilities. Acknowledge the District has the right to inspect the applicant's water system for cross connections and/or other public health hazards. _____
8. Acknowledge the water to be delivered to the applicant(s) under this agreement may contain fluorine or any of its derivatives or compounds, such as fluoride, and/or other additives approved by the Utah State Drinking Water Board and expressly acknowledge and approve such additives to the water. _____
9. Acknowledge that all parts of the District's water service facilities from the District's main line to the water meter, including the water meter, are the property of the District. The District shall construct, operate, maintain, repair and replace at its sole expense, the District's water service facilities including the water meter as required for the delivery of water service to the applicant. _____
10. Acknowledge the applicant has the obligation to construct, operate, maintain, repair and replace, at its sole expense, the water service line(s) from the District's water meter to the applicant's dwelling and/or other water system facilities located on the applicant's property. _____
11. Acknowledge that the District has the right, at any time, with or without notice, to shut off or curtail water service in the event of water scarcity, maintenance of District's water service facilities or for any reason deemed necessary by the District. _____
12. Acknowledge that if the applicant is a corporation or partnership, the undersigned individual, signing for the applicant, guarantees payment of all charges and obligations pursuant to this agreement. _____
13. Acknowledge the residential water provided by the District pursuant to this agreement is for household use and limited outdoor use (i.e. lawns, shrubs, gardens, stock watering, etc.) The District's residential water supply may not have the capacity to provide water for fire protection services in all service areas at this time. The applicant agrees to waive any claim and to discharge the District, its officers, Trustees, employees and/or agents (the "District") from any and all liability of any nature for injuries to or death of the applicant, applicant's family member, guests and/or invitees and for loss or damages to property of any person or persons caused by lack of water for fire protection. The applicant further agrees to defend, indemnify and hold the District harmless from all losses, claims, causes of action and/or liability of any nature for injuries to or death of any person or loss or damage to applicant's property due to lack of water for fire protection. _____

Signature _____

Date _____