

**SERVICE AGREEMENT  
OCOTILLO WATER CONSERVATION DISTRICT**  
P.O. Box 1267  
Mesa, AZ 85211

<b>Print Customer Name</b>		<b>Date</b>							
<b>Mailing Address</b>		<b>Service Address</b>							
<b>Credit Check Approval</b> <input type="checkbox"/>	<b>Payment History Letter</b> <input type="checkbox"/>	<b>Former Service Supplied At:</b>	<table border="1"> <tr> <td><b>Form of Deposit</b></td> <td><b>Check</b> <input type="checkbox"/></td> <td><b>Amount</b></td> </tr> <tr> <td></td> <td><b>Cash</b> <input type="checkbox"/></td> <td><b>\$</b></td> </tr> </table>	<b>Form of Deposit</b>	<b>Check</b> <input type="checkbox"/>	<b>Amount</b>		<b>Cash</b> <input type="checkbox"/>	<b>\$</b>
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**SERVICE AGREEMENT  
OCOTILLO WATER CONSERVATION DISTRICT**

THIS SERVICE AGREEMENT between Ocotillo Water Conservation District (herein called the "District" and the UNDERSIGNED (herein called the "Customer"), FOR AND IN CONSIDERATION of the mutual covenants herein contained, it is agreed that: the District will make connection to promptly supply and / or hold in readiness to supply the Customer with electric energy and measure same at the point of delivery (herein called "Service Address") for use by the Customer at the Service Address specified above. The Electric Service Guidelines of the District, the Rate Schedules and the Schedule of Charges and Fees on file at the District Administration Office, as amended from time to time by the District, will be furnished upon request, and are made a part of this Service Agreement by this reference.

**A nonrefundable account establishment fee and a security deposit (if required) are due for this service account immediately.**

The security deposit may be credited to the Account after two (2) years of satisfactory payments by the Customer or upon termination of service. In the event that there is any unpaid balance at the time service is discontinued, the amount of the deposit will be applied thereon.

The **Undersigned** hereby makes application to the District for electrical service, and, in consideration of the District providing electrical service as herein applied for, **THE UNDERSIGNED AGREES TO THE FOLLOWING:**

- To promptly pay for such service at the applicable then current Rates of the District in accordance with the Electric Service Guidelines of the District, as they may be amended from time to time, by the Board of Directors of the District; these Electric Service Guidelines of the District, as they may be amended from time to time, are hereby made a part of this Service Agreement whether effective at the time or subsequent to the execution of this Agreement.
- To use such service for his or her own purposes and not to sell or donate any part of same or permit it to be used for any other purpose.
- To allow duly authorized agents and District employees to have access to the premises to which electric service is provided at all reasonable hours for the purpose of installation or removal of meters and equipment incidental to carrying out the purposes of this Agreement.
- To allow duly authorized agents and District employees to have access to the premises for the purpose of inspecting any electric lines, meters or other District equipment which is connected therewith.
- To indemnify and hold the District harmless for, from and against claims, injuries, damages and expenses of every nature and kind, for loss or damage to property or persons arising out of the delivery of service beyond the point of metering or for failure of the District to supply electric service.
- To immediately give notice when he or she ceases to occupy said premises and / or desires service discontinued.

**THE UNDERSIGNED ALSO AGREES THAT:**

- By providing a check as payment to the District, the **Undersigned** has authorized the District either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When the District processes your check electronically, you will not receive your check back from your financial institution and funds may be withdrawn from your account on the same day that the District receives your payment.
- The District or its representative, may immediately, without any notice to the **Undersigned**, discontinue service hereunder in the event of failure on the part of the **Undersigned**, his or her agents or employees to comply with any of the terms or conditions of this Service Agreement.

**IN THE EVENT OF THE DISCONTINUANCE OF SERVICE BY REASON OF SUCH FAILURE**, the **Undersigned** for and on his or her own behalf, forever waives and releases the District and with respect to anyone in or about the served premises affected by such termination, agrees to indemnify and hold the District harmless for, from and against any and all claims, injuries, damages, and expenses of every nature and kind, which may arise out of or in any way be connected with such termination of service.

**IT IS UNDERSTOOD AND AGREED** that such discontinuance of services shall not constitute a waiver by the District of any rights or claims which it might have against the **Undersigned** as a result of having provided electrical service to the **Undersigned**.

**IN THE EVENT THAT IT BECOMES NECESSARY FOR THE DISTRICT** to collect past-due balances or to otherwise incur costs to enforce any of the provisions of this Service Agreement or the breach thereof, then, in that event, the **UNDERSIGNED AGREES TO PAY TO THE DISTRICT** all costs and expenses including reasonable attorney's fees incurred by the District whether or not litigation is commenced.

I understand and accept the terms of this Service Agreement, including the Electric Service Guidelines of the District, as they may be amended from time to time.

**Print Customer Name:**

**Customer Signature:**

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