



SERVICE AGREEMENT

FAX COMPLETED FORM TO: 803-329-7008
MAIL COMPLETED FORM TO: City of Rock Hill
P O BOX 11706, Rock Hill, SC 29731-1706 or
e-mail newservice@cityofrockhill.com

Copy of Drivers License

| | | | | | |
|---------------------|----------------|-----------------|-----------------|-----------------|-------|
| Date | | | | | |
| Business Name | | | | | |
| Service Address | | | | | |
| Mailing Address | | | City, State Zip | | |
| Account # | | Class | COMMERCIAL | Connection Date | |
| NAICS # | | Zoning Approved | | | |
| Social Security # | | CO Approved | | | |
| FEIN # | | Own/Rent | | Total Deposits | \$.00 |
| Owner/Manager | | | | | |
| Phone Number | E-mail Address | | | | |
| Type of Business | | | | | |
| Sole Proprietorship | | Partnership | | Corporation | |

1. This agreement, when signed by the undersigned Consumer and by an authorized representative of the City of Rock Hill, shall become a contract under which the City of Rock Hill agrees to furnish Utility Services to the Consumer, and the Consumer agrees to receive and pay for said service in accordance with the Rate Schedule and the Service Regulations of the City of Rock Hill on file in the office of the City of Rock Hill, and as the same may be modified from time to time, which Rate Schedules and Service Regulations are hereby made a part of this contract as effectually as if fully set forth herein.
2. The Consumer must maintain a safe passageway for meter access by the City of Rock Hill. Additionally, the Consumer has the responsibility to keep the meter free from obstructions and to restrain pets or by removing obstacles that the City of Rock Hill might encounter at that property. Failure of the Consumer to provide free access may result in the termination of utility service until suitable access is provided. Bills may be rendered on the basis of estimated meter readings whenever the City of Rock Hill is unable to obtain a meter reading because of inaccessibility to the Consumer's premises, or for other reasons. In any case, consumption shall be estimated based upon the best information available. The Consumer hereby grants unto City of Rock Hill, its successors or assigns the right to enter upon the land of the undersigned located as described in this application, and to place, construct, operate, repair, maintain and relocate and replace thereon an electric distribution line or service and to cut and trim shrubbery and trees in addition to applying herbicides to the extent necessary to keep them clear of said electric line or service and to cut from time to time all dangerous trees which may jeopardize the electric service.
3. The Consumer shall not interfere with, or alter the City of Rock Hill's meters, seals, or other property, or permit the same to be done by other than the City of Rock Hill's authorized agent or employee. Damage caused or permitted by the Consumer to said property shall be paid for by the Consumer. When unauthorized use of utility services is discovered, the City of Rock Hill may discontinue service and the Consumer shall be required to pay for the estimated unauthorized usage, the cost of investigation, reconnection, and any other loss resulting from the changing, tampering, or interfering with the meter, before service is restored. The Consumer may also be criminally prosecuted for any theft or unauthorized usage.
4. The City will make all reasonable efforts to provide continuous and uninterrupted utility service, but is not liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity, water, sewer, or by an interruption, if it is due to any cause beyond the reasonable control of the City. The City is not accountable for acts of God.
5. The agreement shall continue indefinitely, unless otherwise provided, the same shall continue from month to month thereafter. The agreement may be terminated by either party after expiration of any fixed period initially specified, upon one working day's notice to the other party. It is further agreed that the City of Rock Hill reserves the right to discontinue services if the Consumer breaches this service agreement. If the service is disconnected for cause, the Consumer agrees to pay all outstanding bills and an applicable reconnection fee for service to be restored. The Consumer understands that the information furnished on this agreement will be verified and if determined inaccurate, may result in the termination of service without prior notice. The Consumer acknowledges that the City of Rock Hill shall have the right to share the Consumer's customer account information and other information with other utility providers.
6. Consumers located outside the municipal limits recognize and agree that the City of Rock Hill has no obligation to furnish non-residents with water and/or wastewater service. The Consumer agrees (i) if he or she owns the property receiving water and/or wastewater service, to sign any annexation petition upon request from the City of Rock Hill and (ii) that the City of Rock Hill can terminate service if the owner of the property receiving such service (even if such owner is not the Consumer) fails to sign any annexation petition upon request.
7. The Consumer understands that the City must take action and expend funds to comply with this request for service. By signing the agreement, the Consumer signifies that he or she has the authority to request utility service at the location identified above.
8. The Consumer who signs for service is responsible for receipt and payment of bills for these services. Failure to receive a monthly bill does not relieve Consumer of payment responsibility. If the Consumer moves to another address served by City of Rock Hill the agreement will be effective at the new address unless a new service agreement is signed by the Consumer. It is further understood that should the deposit be determined insufficient, the Consumer will make anyd additional deposit upon request from the City of Rock Hill not to exceed the two highest months utility bills.
9. By signing this agreement with the City of Rock Hill, the Consumer agrees to pay all costs of collection of the Consumer's unpaid bills, including but not limited to reasonable attorneys' fees. The City of Rock Hill has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the Consumer through offset of the Consumer's state income tax and collect costs incurred through the setoff process, including fees charged by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or the City.

The Consumers, that the information given on this contract is true and accurate to the best of my knowledge.

By **City of Rock Hill**
Customer Service Representative

Consumer's Signature

Date