ACCOUNT NUMBER _____

COMPANY TAX ID _____

UTILITY AND SOLID WASTE/RECYCLING SERVICE CONTRACT - **COMMERCIAL**

SUBCRIBER/OWNER _____ TELEPHONE _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

EMAIL ADDRESS _____

PAPERLESS BILLING? ◉ Yes ○ No

TERMS

It is hereby agreed by and between the City of Winter Garden, hereinafter referred to as the "City," and the party or the residence or business described above, hereinafter referred to as "Owner/Subscriber," that::

1. The City agrees to provide utilities and solid waste/ recycling service to Owner/Subscriber on the basis of this contract, which includes the following terms:

(a) All terms and conditions of the Winter Garden Manual of Cross-connection Control dated August 18, 1993, are hereby adopted as terms and conditions of this contract and incorporated herein. A copy of the manual may be obtained at the Utilities Department Office.

(b) Employees of the Utilities and Engineering Departments of the City of Winter Garden and their agents bearing proper credentials of identification shall be permitted to enter any building, structure or property served by a connection to the Public Water and/or Sewer system for the purpose of inspecting the connection, backflow protection devices and all portions of the piping and related systems of such property. The term "emergency" shall mean, when used in connection with this contract , any sudden, unexpected or unforeseen event which, in the opinions of the above Departments, may present an imminent and substantial danger to the health , safety and welfare of the citizens of Winter Garden or others if not acted upon immediately.

(c) The Owner/Subscriber agrees to obtain and install a backflow protection device prior to the date that utilities service from the City is to commence. The Owner/Subscriber hereby agrees to maintain the backflow prevention device and test the same every twelve (12) months. If a backflow prevention device is not installed prior to service, or if installed, is not tested every twelve months and maintained continuously, or if and unprotected cross-connection exists on the premises, then service may be discontinued. The Owner/ Subscriber shall bear all expenses of installing, testing and maintaining the backflow protection devices required by the cross-connection control manual and this contract to ensure proper operation on a continuing basis. Installation, testing and maintenance of protective devices, including the backflow protection device, shall be conducted by certified personnel approved by the Utilities Department. The Owner/Subscriber shall notify the Utilities Department in writing at least 48 hours prior to the testing of protection devices in order that the City may have a representative witness the test. The Owner/Subscriber shall keep for two years after each testing, maintenance and repair event, all records of testing, maintenance, and repair activities related to cross-connection control and shall make these records available to the City upon request. Each Owner/Subscriber shall provide to the Utilities Department copies of all testing, maintenance, and repair records immediately after the work is performed.

2. Owner/Subscriber agrees to pay at the scheduled rates, which may be adjusted by the City from time to time, for said utilities and solid waste/recycling service.

3. Owner/Subscriber agrees to claim no damage on the account of stoppage of the flow of any Utilities Department services if caused by accident or if necessary to make alterations, repairs, or improvements, or for any other reason and agrees to keep all plumbing and fixtures on the premises in repair and to promptly stop leaks. Owner/Subscriber agrees to claim no damage on the account of items left curbside which are deemed to be refuse by collection personnel.

4. Owner/Subscriber agrees to pay the utilities and solid waste/recycling rates for the premises subscribed for. Failure to comply with this agreement or any part thereof or in the event of an emergency, the City may cut off the utility and solid waste/recycling service to and from the premises without notice to the Owner/Subscriber.

5. City Ordinance Sec. 78-49 The utilities department will not be responsible for any damage resulting from a consumer leaving a faucet open or otherwise caused by low water pressure. _____ XXXXX INITIAL

6. Owner/Subscriber agrees to conform to all rates, rules and regulations of the City of Winter Garden for utilities and solid waste/recycling service as are now or hereafter in force, and which are made a part of this contract as though specifically set forth herein, including the agreement to pay the prescribed charge for any restoration of service.

7. Owner/ Subscriber agrees to pay all applicable fees and costs and further agrees that all charges for Utility and Solid Waste / Recycling services, as they become due from time to time, shall be and hereby made a lien upon the property so long as said charges remain unpaid. In addition, the payment for charges shall be secured by a service deposit as may be required from time to time.

8. In the event it becomes necessary for the city to bring suit to collect utility and solid waste/recycling fees owed pursuant to this agreement or to enforce its rules and regulations. Owner/Subscriber agrees to pay the City a reasonable attorney's fee and court costs.

9. This contract and service deposit may not be assigned or transferred to another person other than a spouse residing at the subscriber's address.

ACKNOWLEDGED AND ACCEPTED ON _____ X _____
Signature

BY _____ _____
Customer Service Representative Print Name

COMMERCIAL DEPOSIT= $ _____ + INITIATION FEE - $10.00= $ _____

☐ _____ ___ _____
Renter Lease start date Owner Purchase date

(City Use Only):
Acknowledged and accepted on: _____ _____
Customer Service Representative