

# Rogers Water Utilities Customer Service Agreement

Rogers Water Utilities • 601 S. 2<sup>nd</sup> 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 a service address where evasion of payment has occurred, transfer an unpaid account balance for a service address where evasion of payment has occurred to a new account that was opened in an attempt to evade payment, refuse to open a new account for a service address where evasion of payment is occurring, or take other lawful actions to prevent evasion of payment. In accordance with Act 769 of 2003, codified at Ark. Code. Ann. § 14-234-601 *et seq.*, (“Act 769”), RWU cooperates with other water systems to collect unpaid bills.

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.

*De facto Customers.* As used in this Agreement, a *de facto customer* is an adult person who has been living in the same household or at the same premises as a primary customer, but who has not been listed on the Customer Service Agreement or otherwise listed as a customer on the Customer Account. In the event of a customer’s death or divorce, a *de facto customer* may open a new account without payment of a New Customer Fee in accordance with the requirements of Rogers Waterworks and Sewer Commission Resolution No. 21-27. I understand and agree that *de facto customers* are subject to RWU’s policy against *evasion of payment* as stated hereinabove. I further understand and agree that a *de facto customer* may be deemed to be a “particular individual” from whom a “delinquent amount is properly due and owed” for purposes of applying Act 769.

*Death of Customer.* In the event a primary customer dies and there is no secondary customer on the account, any *de facto* customers living at the service address must open an account in their own name(s). I understand and agree that RWU is a known or reasonably ascertainable creditor entitled to personal service of a Notice to Creditors in the event of the death of a customer. I understand and agree that RWU shall have the maximum periods of time permitted by law to file a claim against the estate, claim for expenses of administration, or other claim for reimbursement from the estate, however characterized, for services provided to the customer, the deceased customer's family, or other persons living at the applicable service address.

*Conveyance of Properties with Common meters.* In the case of an apartment building, commonly-owned multifamily development, or "horizontal property regime" as that term is used in Ark. Code. Ann. § 18-13-101 *et seq.*, with a common water meter for multiple living units ("property"), and where the Customer account is in the name of the owner(s) of the property, a property owners association, or other person or entity other than the occupants of the living units ("owner"), and the property is conveyed to another owner(s), the Customer account will not be closed until the new owner(s) signs a Customer Service Agreement in their own name(s).

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).