

Village of Hoskins, Nebraska  
c/o Village Clerk  
P.O. Box 44  
Hoskins, NE 68740  
(402)565-4479

UTILITY SERVICE PAYMENT AGREEMENT

This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CUSTOMER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

1. Agreement. VILLAGE shall furnish to CUSTOMER, jointly and severally, if more than one, and LANDLORD, if applicable, and CUSTOMER and LANDLORD, if applicable, agree to purchase and receive from VILLAGE, utilities services, including water and sewer to the following residence located at:

\_\_\_\_\_  
(Street Address)  
Hoskins, Nebraska,

hereinafter, ("Premises"), in accordance with the rules duly and regularly established from time to time by and under authority of the VILLAGE and other authority of law. The rules, regulations, and water rates hereinafter established by the VILLAGE shall be considered a part of this Application and shall be considered as part of the Contract between the CUSTOMER, LANDLORD, and VILLAGE, now or hereafter served. The service to the Premises shall be in the name of CUSTOMER and all billing statements shall be sent to CUSTOMER and LANDLORD, if applicable, at their addresses noted above. The utility services shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

2. Guarantee. If applicable, LANDLORD, unconditionally and without limitation, hereby guarantees to VILLAGE payment for all utility services furnished to CUSTOMER and to the Premises. If CUSTOMER defaults in the payment of any utility service, when due, LANDLORD shall pay the amount of such delinquent utility service payment forthwith after receipt of notice of default and demand for payment therefor from VILLAGE.

3. LANDLORD's Acknowledgement. LANDLORD acknowledges that this guarantee is, and shall remain, an open and continuing guarantee and it shall continue in full force and effect, notwithstanding any change in rates, or renewals, modifications, additions or extensions to the utility service; or extensions of time to pay any of the obligations thereunder given to CUSTOMER. LANDLORD specifically waives any notice of any such changes, renewals, modifications, additions, extensions, or any default by CUSTOMER.

4. Continuing Obligation. CUSTOMER and LANDLORD, if applicable, jointly and severally, shall be responsible for the payment of all utility services rendered to the Premises described above until said utility services are disconnected for any reason. Any request for additional utility services for the Premises after disconnection shall be treated as a new application therefor as provided under the Ordinances of the Village of Hoskins, Wayne County, Nebraska.

5. Default Interest. Payment for all utility services are due and payable upon receipt of Notice. If the utility services are not paid in full within 30 days of the billing date, CUSTOMER and LANDLORD, if applicable, will be charged interest on the unpaid account at the rate of one percent (1%) per month, twelve percent (12%) per annum, calculated from the billing date. All payments made by CUSTOMER and LANDLORD will be applied first to any interest which is due, then to the oldest past due billing until the most recent billing statement has been paid in full. Notwithstanding, nothing in this paragraph shall affect the ability of the VILLAGE to disconnect the utility services for non-payment at any time the VILLAGE is legally authorized to do so.

6. Miscellaneous Agreements.

- (a) Time is of the essence. This Agreement shall bind the parties hereto, their successors and assigns.
- (b) CUSTOMER and LANDLORD, if applicable, specifically agree that their mailing addresses set forth above are correct and it is acknowledged that all notices may be sent by VILLAGE to the respective parties thereat by first-class U.S. mail. CUSTOMER and LANDLORD, if applicable, shall have a continuing obligation to provide to the Clerk of the VILLAGE, written notification of any mailing address changes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

CUSTOMER:

LANDLORD:

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