

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__.

LANDLORD:

Signature

Signature

Print Name Here

Print Name Here

Address

Address

City, State & Zip Code

City, State & Zip Code

Phone Number

Phone Number

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/RENTER and all subsequent

customers/renters residing at the following property owned by LANDLORD, jointly and severally, if more than one, , agree to purchase and receive from VILLAGE, utilities services, including water and sewer to the following rental property 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 LANDLORD, and VILLAGE, now or hereafter served. The service to the Premises shall be in the name of CUSTOMER/RENTER and all billing statements shall be sent to CUSTOMER/RENTER at the rental addressee noted above. LANDLORD agrees to notify Village when there is a change to the name of the CUSTOMER/RENTER. Each CUSTOMER/RENTER shall be required to complete and sign a Utility Services Payment Agreement with the VILLAGE and pay the necessary hook-up fees.

2. Guarantee. If applicable, LANDLORD, unconditionally and without limitation, hereby guarantees to VILLAGE payment for all utility services furnished to CUSTOMER/RENTER and to the Premises. If CUSTOMER/RENTER 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/RENTER. LANDLORD specifically waives any notice of any such changes, renewals, modifications, additions, extensions, or any default by CUSTOMER/RENTER.

4. Continuing Obligation. CUSTOMER/RENTER 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 is due and payable upon receipt of Notice. If the utility services are not paid in full within 30 days of the billing date, CUSTOMER/RENTER 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.

1. Miscellaneous Agreements.

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

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

VILLAGE:

LANDLORD:
