

UTILITY SERVICES AGREEMENT  
CITY OF THE VILLAGE

**LEGAL OWNERS ONLY**

**WHEREAS**, the undersigned, \_\_\_\_\_, a

Single Person:   
Trustee:   
Limited Liability Corporation:   
Corporation:

organized or domesticated in the State of Oklahoma, ("Customer") has applied for sewer and sanitation service to be supplied by the City of The Village, Oklahoma ("City") to the premises described herein according to the applicable ordinances; and

**WHEREAS**, the premises to be served with sewer and sanitation service is owned by the undersigned Customer; and

**WHEREAS**, in addition to occupying or using the described property, the Customer may lease and rent the described property from time to time for an anticipated profit and the ability to provide sewer and sanitation services to the described property is of substantial financial benefit to Customer; and

**WHEREAS**, the City provides sewer and sanitation to premises located within the city limits; and

**WHEREAS**, the City has in the past and will continue in the future to suffer substantial losses from the failure of persons and entities to pay for sewer and sanitation service unless the City possesses the ability to enforce and collect fees for sewer and sanitation service rendered to property served by the City's sewer and sanitation systems, and

**WHEREAS**, as an inducement to the City to provide sewer and sanitation service to the property herein described, the Customer agrees to pay for any and all charges for sewer and sanitation service provided to the described premises pursuant to terms and conditions of the agreement and all applicable ordinances;

**NOW THEREFORE**, in consideration of mutual promises of the Customer and the City, the parties agree as follows:

1. **SERVICE.** The City agrees to provide sewer and sanitation services to the premises owned by the Customer in accordance with the ordinances, rules or regulations of the City of The Village, Oklahoma. The premises to be served is located at and is otherwise legally described as:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip (Oklahoma County, State of Oklahoma).

2. **RESPONSIBILITY AND LIEN.** The Customer agrees to be responsible for all charges incurred as a result of sewer and sanitation service being rendered by the City to the premises described herein. As an additional inducement to the City to provide such service and further to secure such obligation, Customer hereby grants to the City a contractual lien on the described premises to be enforced according the provisions of all ordinances, rules or regulations adopted by the City Council. In the event all charges for sewer and sanitation service to the describe premises shall be paid in full when due, the lien granted herein shall be void. The lien hereby granted shall be at all times subject to the rights available to Customer pursuant to 31 O.S. §1(A).

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3. **REPRESENTATIONS.** The Customer represents and warrants to the City that the described premises to receive sewer and sanitation service is currently owned by the Customer and that as such agrees to be responsible for all charges for sewer and sanitation service until the City is notified in writing that the Ownership of the premises has changed, and the new owner has executed a Utility Services Agreement with the City agreeing to be responsible for charges for sewer and sanitation service to the premises or from and after the date of transfer. At such time, and if all charges for sewer service have been paid to the date of the ownership transfer, the undersigned shall be released from all obligations under this agreement.

Customer further understands that the authority to receive sewer and sanitation service is granted solely on the information submitted on the application for sewer and sanitation service and the Customer represents and warrants that such information is true and correct.

4. **INGRESS AND EGRESS.** For the purposes of service and maintenance of the City's sewer lines and sanitation system and enforcement of any rights of termination due to failure to pay for such services to the described premises, the Customer hereby grants to the City the rights of ingress and egress in, through, over and across the described premises for such purposes.

5. **ORDINANCES.** All ordinances, rules and regulations governing, applicable or related to sewer and sanitation service, as now existing or as hereinafter amended, are incorporated herein and enforceable as terms or conditions of this agreement as if fully set out herein.

DATED this \_\_\_\_ of \_\_\_\_\_, 20\_\_.

**CUSTOMER SIGNATURE**

**Mailing/Billing Address**

X  
\_\_\_\_\_

\_\_\_\_\_

Street or PO Box  
\_\_\_\_\_  
City                  State      Zip

Form of ID \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
  ) SS  
OKLAHOMA COUNTY )

Before me, a Notary Public, in and for this state, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, appeared \_\_\_\_\_ to me known to be the identical  
(printed name)

person who subscribed the name as the maker hereof to the foregoing instrument.

\_\_\_\_\_  
**NOTARY PUBLIC**

Commission No. \_\_\_\_\_

(SEAL)  
My Commission Expires: \_\_\_\_\_