Gallatin Gateway County Water & Sewer District <u>SERVICE REQUEST APPLICATION</u>

Purpose of this Application: Use this application to *establish an account and provide billing information* when property ownership changes and/or when there is new construction, remodeling or a change of use. *The applicant must be the property owner*. Applications submitted by renters or lessees will be returned.

Required Attachments: If this is a remodel, attach building plan with site plan. If this is a change of use attach a description of the new use. If this is new construction, please submit this application with your Application for Sewer Connection. No attachments are required for a change of ownership.

Application Fee (to be submitted with application): No charge.

PART A – To be completed by applicant.

NAME				
PROPERTY ADDRESS				
(as assigned by Gallatin County)				
BILLING ADDRESS				
PHONE		EMAIL	E	Send invoices by email?
	Change of ownership			
	Change of use for existing connected structure (attach explanation)			
	Remodel of existing connected structure (attach building plan)			
	New connection (attach connection permit issued by GGCWSD)			
I acknowledge that I am the owner or agent of the owner of the property described above, and that I have read and				
agree to comply with the terms and conditions below.				
SIGNED				DATE
PRINTED NAME			DATE RECEIVED (District Use Only)	

Terms and Conditions:

- Property Owner agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District and Montana laws and regulations, now in force, or as hereafter duly and legally supplemented, amended, or changed. Property Owner also agrees to pay for sewer services at such rates, time, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the District. Sewer charges to Property Owner shall commence on the first day of the month following the date on which the District accepts its sewer system as operational.
- Property Owner agrees that no other wastewater service connections, present or future, will be added to any sewer service lines connected to the District's sewer mains without prior written approval from the District.
- Property Owner and the District agree that in the event any legal action is required in relation to this Agreement, the unsuccessful party in such action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable amount for the successful party's attorney's fees and costs.
- Property Owner agrees that failure to pay the monthly sewer charge duly imposed shall result in the automatic imposition of the following penalties: Nonpayment of any amount which is delinquent for more than thirty (30) days will result in a late charge of five percent (5%) of the delinquent amount; Nonpayment of any delinquent amount (more than 30 days overdue) will result in a charge of ten percent (10%) per anum on the cumulative sum of all such delinquent amounts.

- In the event that a Property Owner shall fail to pay monthly sewer charges for a period of more than ninety (90) days, the parties agree that the District is entitled all other remedies and collection steps allowed by law, and that those remedies include, but are not limited to the following procedures:
 - The District is entitled to install an elder valve on Property Owner's sewer service line, the function of which is to shut off services to Property Owner; and that in order to restore services, Property Owner would be required to pay all delinquencies, penalties and interest, as well as the cost of installing the elder valve, and any other costs associated either with shutting off or restoration of services; and
 - The District is entitled to take the necessary steps to have the county assessor assess the entire amount owed by Property Owner, including penalties and interest, as a tax against Property Owner's real property; and
 - The District is entitled place a lien against Property Owner's real estate in the District; for the entire amount of the arrearage, including penalties and interest; and
 - The District is entitled to institute suit against Property Owner in any court of competent jurisdiction to recover all amounts due, including penalties and interest, etc.