

Terms and Conditions

The undersigned "CUSTOMER requests water service at the described service address ("premises") from "COMPANY" and agrees to be governed by and comply with all applicable laws, rules, regulations and orders governing such services as they may be, from time to time, amended. Customer also agrees:

1. To assume responsibility for installing, inspecting, maintaining, and repairing any piping or other water facilities on Customers side of the meter; to make certain all water-using facilities are turned off before water service is started or terminated; to safeguard all Company property installed in or on the premises; to ensure all Company property (including meters) in or on the premises is unobstructed and accessible to Company; to exercise reasonable care to prevent loss or damage to Company property; to pay for loss or damage to Company property caused by Customer; to properly install, maintain, repair, and annually test any mandated backflow prevention assembly (BPA) and to provide Company certification thereof; to provide Company and its duly authorized agents access, at all reasonable hours, to the premises for the purpose of reading or testing meters, installing, maintaining, or repairing Company water facilities, for hazard evaluation surveys, to determine the presence of unprotected cross-connections and to inspect and inventory BPA's; to grant Company adequate easements and rights of way to ensure proper service to the premises; and to pay all water utility services provided and water delivered up to the scheduled turn-off date.
 2. Company is not responsible for any damages to the premises from flooding due to condition of water facilities or appliances on Customer's side of meter or for negligence of third persons or forces beyond the control of the Company resulting in any interruption of service or damage to Customer or Customers premises. Company does not guarantee uninterrupted service or service at a specific water pressure or gallons-per-minute flow rate.
 3. Water furnished by Company shall be used only on Customers premises and only for domestic purposes. Customer will not sell or furnish water to any other person or permit any other person to use the same.
 4. During a critical water condition as determined by Company or public agency, Customer shall use water only for those purposes specified by Company.
 5. Meters will be read and bills rendered monthly. **BILLS ARE DUE WHEN RENDERED** shall be delinquent after 15 days, and if not paid in 25 days, service may be discontinued by the Company. Water service will be restored, after such disconnection, when account is paid in full and a reconnection charge is paid. Failure to receive bills or notices shall not prevent such bills from becoming delinquent, nor relieve the Customer of his obligations.
 6. Water bills will be computed in accordance with the Company's authorized rate schedule on file with the Arizona Corporation Commission ("ACC"), and will be based on the amount of water registered by the meter readings.
 7. The company and ACC will make special meter readings at the request of the Customer for a fee provided, however, that if such special meter reading discloses that the meter was over-read, no charge will be made.
 8. Reasonable notice must be given by the account holder to the Company to discontinue or change occupancy. The outgoing party will be responsible for all services and water provided up to the scheduled turn-off date.
 9. Returned checks will be charged a fee that is authorized in the current rate schedule.
 10. Other charges, as authorized, may apply for afterhour's service calls.
 11. Company may refuse service or disconnect service, in the manner approved by the ACC, if customer fails to comply with the application.
 12. Customer agrees to provide Company written notice of any complaint, cause of action, claim or charge against Company within 30 days of when Customer knew or should have known of the event. If the Customer is not satisfied with the Company's response, then Customer must submit the complaint, cause of action, claim or charge to the Arizona Corporation Commission for administrative decision on the matter.
 13. All Terms and Conditions of this Application, including the amounts contained herein, are subject to change upon approval of the ACC
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