

Account # \_\_\_\_\_ Name \_\_\_\_\_

Phone No. \_\_\_\_\_

### PAYMENT PLAN

This payment agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Waitsburg, hereafter called "the city" and \_\_\_\_\_, hereafter called "the customer".

In consideration of the mutual benefits resulting from this agreement and of the payments to be made, the parties agree as follows:

1. The Customer is and has been receiving utility services from the City. The Customer receives utility services at \_\_\_\_\_ (address). On this date, the customer owes \$\_\_\_\_\_ for such utility services, fees, and charges. The Customer agrees that the amount for such services, fees, and charges is not disputed and the amount is past due and delinquent. The Customer is unable to pay the full amount.
2. This agreement is made to enable the Customer to continue to receive utility services from the City. So long as the Customer complies with the terms of this agreement, the City shall not disconnect the Customer's water service. In consideration, for the City not immediately disconnecting the Customer's water service, the Customer agrees to pay to the City the sum each month equal to the current charges due to the City for utility services provided during the preceding month plus the sum of \$\_\_\_\_\_.
3. The amount provided in the preceding paragraph shall be paid by the Customer to the City no later than End of regular business on the 20<sup>th</sup> day of each month.
4. This agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall terminate 6 months after that date.
5. The Customer shall strictly comply with this agreement. If the Customer fails to pay the full amount of any monthly installment required by this agreement, or if the Customer fails to pay the full amount of any monthly payments by the date the payment is due, then in either such event the entire amount of past due fees and charges shall become immediately due and payable in full. The City may then proceed to disconnect the Customer's water service by giving notice and following the procedures for disconnection as provided by law.
6. The Customer's obligation provided for in this agreement shall be a personal contractual obligation of the Customer to the City. In addition to all other rights and remedies available to it, the City, in the event of a default by the Customer, may bring an action on this contract for monetary damages, including specifically the lien rights of the city.
7. Following a delinquency or default by the Customer, the Customer may reinstate this agreement at any time by paying to the City the total amount of all fees and charges which would be due to the City pursuant to the terms of this agreement of the date of payment plus all disconnect, reconnect, and other fees then due, if any.
8. In the event the Customer moves to a new residence or receives utility services from the City at different premises, the amounts due under this agreement shall be transferred to the new residence or new premises.
9. Nothing in this agreement shall be construed to prohibit the City from disconnecting the Customer's Utility services on any grounds not addressed in this agreement
10. This writing states the entire agreement of the parties. There are no agreements, written or oral, which in any way change, effect, or modify the terms stated in this writing.
11. In the event it is necessary to enforce this agreement, or any provision hereof by legal action or by use of an attorney, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Waitsburg

By: \_\_\_\_\_ Customer's Signature \_\_\_\_\_

Title: \_\_\_\_\_