



JAMES R. FOUTS, MAYOR

TERMS AND CONDITIONS

City of Warren Water and Sewer System Division
One City Square, Suite 420
Warren, MI 48093-5288

586-759-9200

By signing this document, _____ (Last/first name of Lessee) ("**Lessee**"),¹ represent that I am authorized to request water and sewage system service ("**Water Service**") at the property address below and agree to the following terms and conditions ("**Terms and Conditions**") of the City of Warren ("**City**") Water and Sewer System Division ("**Water Division**"):

1. I leased property located at: _____ (Service address) ("**Service Property**") on _____ (Day-month-year), which expires on _____ (Day-month-year), ("**Lease**").
2. The known occupants ("**Known Occupants**") of the Service Property are attached.
3. The Lease states I must pay the charges incurred for Water Service ("**Water Bill**").
4. My (Mail, Phone, & Email) info: _____
5. I must notify the Water Division if my address, phone number, or email changes for the purpose of receiving notices from the Water Division.
6. I understand and agree:
 - a. I am liable for the payment of the Water Bill until the Lease expires, is cancelled, changes, or is terminated² (each individually, a "**Lease End**").
 - b. I must notify the Water Division before I cause a Lease End.
 - c. I presented a valid photo ID.
 - d. A paid receipt of the security deposit
 - i. I made a security deposit of _____ (Amount paid).
 - ii. The Landlord made a security deposit of _____ (Amount paid).
 - e. At Lease End, I may request a refund of any deposit paid by me that was not applied to last Water Bill ("**Final Bill**"). If the deposit is less than Final Bill, I must pay the balance.
 - f. If the Water Division determines, in its sole discretion after the LTA is accepted, that the initial deposit is insufficient to protect the system from loss, I will receive notice that I must pay an additional security deposit ("**Notice of Deposit Increase**").

¹ "I" means all who executed the Lease.

² Including a Lessee eviction before Lease has expired.



JAMES R. FOUTS, MAYOR

- g. If the Water Bill is past due while a valid LTA exists, the Water Division will notify me that the Water Service will be shut off ("**Shut-off Notice**") and add a \$5 charge to the Water Bill.
- h. If the Water Bill is not paid within 10 business days of the date specified in the Shut-off Notice, the Water Service will be turned off until I pay Water Bill, Shut-off Notice charge, a fee of \$70 to restore Water Service ("**Restoration Fee**"), and an additional security deposit (if a Notice of Deposit Increase is sent).
- i. If the Water Bill is 30 days late, the City may sue for payment of Water Bill.
- j. If the Water Division informs me of any unusually high usage ("**High Usage Notice**"), I must allow Landlord access to the Service Property to repair the defect. If it is not repaired within 24 hours (or within a reasonable time determined in coordination with the Water Division), or another High Usage Notice is sent, Water Service will be shut off until Landlord pays the Restoration Fee and shows proof of repair.
- k. The Water Service may be turned off if any Occupant violates a City ordinance relating to the distribution of Water Service, including, but not limited to, failure to allow inspection, meter reading, maintenance/repair, installation, and/or replacement of water meters. Water Service will not be turned on again until I pay the Department of Public Service a fee to cover the cost of labor.
- l. If the Water Division detects a device, scheme, or tampering that attempts to avoid payment for Water Service, I may be subject to fines, Water Service interruption, and/or removal of utility equipment. I must not allow anyone other than an authorized City representative to connect Water Service, to operate any valve in or connected with a water main, water service, or fire hydrant, or tamper/interfere with any water meter, detector check valve, or other part of the water system.

Lessee signature: _____

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____ County, MI

Lessee signature: _____

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____ County, MI

Commission Expires _____