

**CONTRACT FOR WATER SERVICE  
WITH  
LOCKLAND WATER WORKS (LWW)**

I (We) \_\_\_\_\_ (owner, owners), in exchange for provision of water service at \_\_\_\_\_ (address where water service is to be provided) by the Lockland Water Works (hereafter referred to as LWW) do hereby promise to abide by the following terms and conditions.

1. **Property Owners/Tenants.** Contracts for water service will only be entered between the LWW and property owners. Accounts will only be established with property owners. However, payments can be made by tenants or others who are authorized to act as agents on behalf of the property owner. Additionally, bills may be mailed to an address other than that of the property owner if so directed by the property owner. By authorizing an agent/tenant to make payment against his account, the property owner hereby also authorizes his agents/tenants to incur obligations and receive notice on his behalf with regard to water service and the account at the above address, e.g. authorization to thaw frozen branches and charge therefore, accept exclusive notice for delinquent payment of bills, etc.

Any customer responsible for the payment of charges for water service, who causes the discontinuance of that service by failure or refusal to pay the charges for past service or who willfully causes service to be disconnected, except while repairs are in progress or during temporary emergencies, shall be liable for compensatory damages to any tenant who is denied benefits of water service so disconnected. For premises occupied by other than property owner, the service will not be shut off for other than delinquency, violations, repairs, and emergencies.

If a tenant makes a payment to LWW in full satisfaction of the arrearage of the customer who is in default in order to avoid discontinuance of water service for nonpayment, the tenant shall have the right to deduct the amount of such payment from any future payment of rent.

2. **Initiation of Service.** No service shall be initiated unless a written contract for water service has been completed by the owner of the property where service is to be provided and received by the LWW except that LWW will attempt to act on oral orders taken in person or over the telephone by an employee of the LWW but assumes no liability for failure to act on the same.

If service is provided as a result of verbal orders, such service may be Shut off after thirty (30) calendar days if the LWW is not in receipt of A duly executed written contract by that time.

Restoration of water service shut off for failure to receive a duly executed written contract for water service by the LWW shall be made only after receipt of the contract and payment of a reconnection fee.

3. **Restoration of Service.** Whenever water service is shut off for a violation, a delinquency, or failure to return this contract, a reconnection fee will be charged. Service disrupted for the aforementioned reasons will be restored by the end of the next regular working date after the aforementioned conditions have been corrected and the reconnection fee has been paid.
4. **Bill Payment Requirements.** All charges for water service, sewerage service, and other authorized charges listed on bills shall be paid by the due date shown on the bill. Failure to make payment on time will result in the assessment of late payment charges and may also result in the water being shut off. If water service is shut off for failure to pay water bills in a timely fashion, the delinquent balance and a reconnection fee must be paid before service is restored.

Bills may be paid by mail, in person at the business offices of the Village of Lockland, located at 101 North Cooper Avenue. When mailing a payment, make sure to allow enough time for the Village of Lockland to receive it and process it by the due date on the billing statement. At least five (5) days are required. Bills paid at banks or savings and loans, by automatic teller devices, by automatic teller devices, by electronic transfer, or by similar means are done so at the risk of the customer.

Current rates for water service, sewer service and other authorized charges will be provided to customers upon request. A minimum charge will be assessed for water service availability whether water is used or not.

In the event of a delinquency involving the final billing to a tenant who has been authorized by this agreement to make payment on behalf of the property owner/account holder, the LWW will issue one collection notice to the tenant's last known mailing address. If such notice does not result in payment in full, the property owner/account holder will be immediately contacted for payment in full.

5. **Meter Requirements.** No domestic water service to a premises shall be made use of unless a meter is properly installed and in proper working order. It is the customer's responsibility to notify the LWW if it is apparent to the customer that a meter is missing, a seal is not intact, a meter is inoperative or meter tampering is suspected.

Customers shall assure free and safe access to the meter for reading, removal, inspection, or replacement.

Meters serving residential premises are normally read and billed bi-monthly. Certain other accounts, primarily commercial/industrial accounts, are billed bi-monthly.

If a remote register is servicing the premises, the inside register is controlling for bill payment purposes should there be a discrepancy between the inside and outside registers. Occasional access to the inside register must be provided for service during normal working hours and to read the insider register for final billings.

The regularly scheduled meter reading hours are **8 a.m. – 2 p.m., Monday through Friday.**

**6. Compliance With Laws, Ordinances, Rules and Regulations.**

Water shall be taken in compliance with the laws of the State of Ohio and ordinances of the Village of Lockland governing the provision of water service. The preceding contractual terms are not an inclusive statement of obligations. If they are in conflict with or delimit the laws, ordinances, rules and regulations governing the LWW and its customers then such laws, ordinances, rules, and regulations shall prevail over this agreement.

I/We, the undersigned, do hereby acknowledge that we have read the terms and conditions of this agreement and that we understand and will abide by these contractual provisions. This agreement is reached this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Property Owner and Phone Number

\_\_\_\_\_  
Date Received at LWW

I/We \_\_\_\_\_ do hereby authorize the undersigned Agents/Tenant(s) to receive bills and make payments against this, my/our account and to act on my/our account and to act on my/our behalf in other regards. I/We recognize that this agency relationship in no way alters my/our responsibility for this, my/our account. My Agents/Tenant(s) is/are aware of his/her/their obligations hereunder and by his/her/their signature(s) below, agree(s) to all terms and conditions of this agreement and is/are made party hereto.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner's Agent/Tenant

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner's Agent/Tenant

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Application for Water Service  
Village of Lockland**

Date \_\_\_\_\_ For Service at \_\_\_\_\_  
Account Number \_\_\_\_\_

I, the undersigned hereby apply for water service for the above address and state the following information is true and correct.

\_\_\_\_\_  
Name of Person Applying for Service      Driver's License # or State ID #

\_\_\_\_\_  
Spouse's Name      Driver's License # or State ID #

\_\_\_\_\_  
Address Where Service is to be provided  
Check One    House \_\_ Apt\_\_

\_\_\_\_\_  
Mailing Address (if other than where service is to be provided)

\_\_\_\_\_  
Home Phone Number      Work Number      Spouses Work Number

\_\_\_\_\_  
Employer Name and Address

\_\_\_\_\_  
Spouse's Employer and Address

\_\_\_\_\_  
Name of Property Owner (if other than person applying for service)

\_\_\_\_\_  
Property Owner's Address and Phone Number

Intended Use (Type of use and number of units served are used in determining the property minimum charge for each account)

- \_\_\_\_\_ Residential: Single Family Unit
- \_\_\_\_\_ Residential: Multiple Family Units # if Units \_\_\_\_\_
- \_\_\_\_\_ Commercial: One Establishment
- \_\_\_\_\_ Commercial: Multiple Establishments # of Establishments \_\_\_\_\_
- \_\_\_\_\_ Residential and Commercial: Multiple Units  
    # of Residential Units \_\_\_\_\_  
    # of Commercial Units \_\_\_\_\_

I am the: \_\_ Owner      \_\_ Owner's Agent(Tenant)      \_\_ Owner's Agent(other)

\_\_\_\_\_  
Signature of Applicant      Signature of Spouse or Partner

Email: \_\_\_\_\_      Email: \_\_\_\_\_