

TOWN OF HILLROSE  
315 B Emerson Street  
P O Box 1  
Hillrose, CO 80733

UTILITY SERVICE APPLICATION AND AGREEMENT

Account # (to be filled in by Town Clerk) \_\_\_\_\_

Name(s) of legal or equitable Owner(s) of the property: \_\_\_\_\_  
\_\_\_\_\_

Address of property to receive service: \_\_\_\_\_

Legal description of property to receive service: Lot \_\_\_\_\_ Block \_\_\_\_\_  
\_\_\_\_\_ Addition, Hillrose, Morgan County, Colorado.

Mailing address of Owner of the property, if different than the address of the property to receive service: \_\_\_\_\_  
\_\_\_\_\_

Name and Address of tenant to whom utility bills are to be mailed, if different from the Owner of the property to receive service: \_\_\_\_\_  
\_\_\_\_\_

Type of ownership:           By deed {\_\_\_\_}                   By Equitable Interest {\_\_\_\_}

Statement of equitable interest: \_\_\_\_\_  
\_\_\_\_\_

Utility services requested: WATER {\_\_\_\_}                   SEWER {\_\_\_\_}  
SANITATION:  
96 Gal. Toter weekly pickup           {\_\_\_\_}  
Senior & Disabled bi-weekly pickup {\_\_\_\_}  
Shared Toter weekly pickup           {\_\_\_\_} Name of other account \_\_\_\_\_  
96 Gal. Toter Commercial           {\_\_\_\_}  
2 yd dumpster                           {\_\_\_\_}  
Shared 2 yd dumpster                   {\_\_\_\_} Name of other account \_\_\_\_\_

If the property is to be occupied by tenants, provide Apartment #, Space #, or other designation: \_\_\_\_\_

Full and complete payment of the utility bill must be made no later than the due date stated on the monthly utility bill. Pursuant to Ordinance 94, if the tenant fails to pay timely and completely by the due date stated on the utility bill, the Town of Hillrose may, in addition to taking other collection remedies, certify due and unpaid taxes, charges, and assessments, including interest and cost of collection, to the Morgan County Treasurer to be levied against the landlord's property for collection by the County in the same manner as delinquent general taxes upon the property are collected. The Town may also terminate utility service.

The Landlord acknowledges that the landlord is ultimately responsible and liable for the timely and complete payment of all utility charges arising from utility service supplied to the property identified in this Utility Service Application and Agreement. The Town may enforce the lien against the property or the liability against the landlord in an action at law or an action to enforce the lien. If the tenant in possession of the property pays the entire charges due and owing, the payment relieves the landlord from liability and the property from lien. But the Town is not required to look to any other person other than the landlord of the property for the payment of the charges.

The Tenant and Landlord acknowledge that they understand their rights to contest any charges that the tenant or landlord deem incorrect. The tenant and landlord also acknowledge their obligation to inform the Town Clerk, in writing, of change to the tenant's or landlord's billing address, change in service provided or requested, change in occupancy of the property, and any other changes that affect services provided or to be provided to the property.

Upon request, the tenant and landlord shall receive a copy of Ordinance 94, passed February 20, 2006.

The tenant and landlord acknowledge that they understand all of the above stated information and that the information supplied by them is factual. In the event that the total number of spaces occupied and receiving utilities on the landlord's property is underreported to the Town, the Town will assess a fee equal to the average monthly utility charge for the units reported to be receiving services multiplied by the total number of units on the landlord's property less the number of occupied units previously reported as occupied by the landlord. Further, if any unit on the landlord's property is occupied and receives utility services and that fact is not reported to the Town Clerk or if any information supplied and represented to the Town of Hillrose as factual by either landlord or the tenant is improper, less-than-accurate, false or misleading, the Town of Hillrose may, upon ascertainment of the true facts, file criminal charges in a court of appropriate jurisdiction.

Signatures of Acknowledgement:

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant