



Name _____

Customer # _____

SOUTHERN UTE UTILITIES DIVISION SERVICE CONTRACT

This UTILITIES CONTRACT (“Contract”) is effective this _____ day of _____, 20____ between the SOUTHERN UTE INDIAN TRIBE UTILITIES DIVISION; hereafter referred to as the “Division” and _____ hereafter referred to as “Customer.” The parties agree as follows:

1. Customer is an enrolled member of the Southern Ute Indian Tribe: YES / NO, CENSUS # _____
2. The Division agrees to provide the following services in accordance with the applicable Standard Operating Procedures of the Southern Ute Indian Tribe Utilities Division, as the same may be amended from time to time:

Water Haul _____ **Metered Water** _____ **Natural Gas** _____

Sewer _____ **Trash (poly kart)** _____

3. After execution of this Contract, additional services may be added or services may be changed by written amendment to this Contract.
4. If Customer is contracting for water haul service herein, the Division agrees to deliver water, when available for such delivery, and delivery shall be made in accordance with the applicable Rules and Regulations of the Southern Ute Indian Tribe’s Water System. The Division makes no warranty regarding the quality of the water to be delivered.
5. If Customer is contracting for water haul service herein, Customer agrees to provide adequate equipment and access in accordance with the Division’s specifications for receiving water from the Division.
6. Customer agrees to pay the Division for each of the services at the rates in effect at the time of delivery of those services. The rates in effect may be increased by Resolution of the Southern Ute Indian Tribal Council. The current rates applicable to Customer are attached hereto as “Exhibit A.”
7. Services shall be provided at the following PHYSICAL ADDRESS: _____, _____, Colorado _____ (zip code).
8. If Customer is a tenant renting from the Southern Ute Indian Housing Authority or Southern Ute Tribal Housing, Customer shall be responsible for payment for all services provided by the Division until Customer notifies the Division of the last day of Customer’s possession of the rental and returns keys in to the proper authority. The Division will do a final meter reading on the last day of Customer’s rental and provide Customer with a final bill.
9. The Division shall bill Customer monthly at Customer’s MAILING ADDRESS of: _____; _____, Colorado _____ (zip code).
10. The Division will provide Customer with notifications regarding service interruptions by text, email, and/or phone. Customer will be responsible for updating personal contact information.

EMAIL: _____ CELL PHONE #: _____

11. Payment is due within thirty (30) days of billing. Interest on any unpaid balance shall accrue at the rate of one percent (1%) per month.
12. Purchaser shall notify the Division within thirty (30) days of any change in the Customer's billing address.
13. When the Customer's account is over sixty (60) days past due, the Division, with written notice to the Customer, may discontinue the Customer's services. Notice shall be deemed delivered upon mailing or posting such notice on Customer's premises.
14. If Customer's services have been discontinued due to nonpayment, Customer shall pay a reconnect fee of \$29.00 per service to have services reconnected.
15. Customer shall pay the Division \$_____ to be held by the Division as a security deposit. Said security deposit shall be due and payable upon the execution of this Contract or, at the option of the Customer, may be paid in two equal monthly installments along with the first two monthly bills. Without limiting the payment obligations of Customer under this Contract, the Division may apply the security deposit to the payment of any charges not otherwise paid by Customer, and will refund any overpayment to the Customer with sixty (60) days after termination of the Contract.
16. Customer agrees to pay any costs of collection, including but not limited to, court expenses or reasonable attorney fees incurred by the Division in enforcing the terms and conditions of this Contract.
17. The Division is not responsible for any damage to the customer's culverts, cattle guards, parked vehicles, or any other personal property of the customer while attempting to serve the Customer. Customer must provide appropriate access for the Division to provide the services and take care to protect Customer's own property.
18. The Division is not responsible for any damage to vehicles from rocks or road debris thrown up from the Divisions' Water Trucks.
19. This Contract may be terminated by either party upon ten (10) days written notice.
20. To the extent permitted by law, the Division shall be excused from any liability arising from the good faith performance of its responsibilities under this Contract. Nothing in the Contract, performance of the Contract, or the Rules and Regulations of the Southern Ute Indian Tribe Utilities Division shall constitute a waiver of the Southern Ute Indian Tribe's sovereign immunity.
21. Customer acknowledges that the Division is not subject to regulation by the Colorado Public Utilities Commission. This Contract shall be governed by tribal law and any disputes hereunder are subject to tribal court jurisdiction.
22. This contract shall extend to be binding upon the heirs, executors, administrators, successors and assigns of the respective parties to this Contract.

CUSTOMER:

Signature

Signature

Print Name **Date**

Print Name **Date**

UTILITIES DIVISION:

Signature

Title

Print Name

Date