

ELECTRIC SERVICE CONTRACT TERMS AND CONDITIONS

- The term "The City" as used herein refers to the City of Wyandotte Dept. of Municipal Service, the term "The Customer" refers to the applicant for service, and the term "The Premises" refers to the premises for which service is requested.
- The City will furnish service wires to building line, or, at its own option, to the outer wall of the building, but it shall not be required to furnish or maintain wires, service pipes, or any equipment within the premises other than a meter. The service wires, and any other appliances which the City may choose to furnish shall remain the property of the City.
- The City agrees to maintain its wires and equipment in the condition required by the insurance and municipal authorities having jurisdiction; and so to use the said equipment as not to disturb the City's service to other customers.
- The City shall have the right of access at all reasonable times to all of its property installed on the premises.
- The City hereby advises the Customer that because electric energy cannot be stored and due to the nature of electric generation, transmission and distribution that some interruptions in electric service are inevitable. If the Customer so desires, for an additional charge (specific to each customer), it may contract with the City for additional equipment and services that can reduce the likelihood of an interruption in service.
- Service to the City's customers, may be denied, interrupted, curtailed, suspended or discontinued for reasons including but not limited to:
 - Agreement upon advance notice.
 - Accident or Force Majeure event (including, but not limited to, acts of God; compliance with legislation, rules, regulations, ordinances, or order of any governmental body; acts of the public enemy; riots, strikes, or other disturbances; or other causes beyond the reasonable control of the City that prevent or limit its ability to deliver continuous electric service).
 - If a condition on the Customer's premises is determined by the City or a governmental agency to be hazardous or not to comply with the National Electric Code as then in effect.
 - If the Customer uses electric energy or its equipment in a manner which adversely affects the City's equipment or the City's service to others.
 - if the Customer tampers with the equipment furnished and owned by the City.
 - if unauthorized use of the equipment furnished and owned by the City occurs.
 - If there is a shortage of fuel or electric energy to meet the needs of City's Customers, or at any electric utility with which City is physically interconnected, the City may interrupt, curtail or suspend service in accordance with its Priority Program.

The City shall have no liability with respect to any such interruption, curtailment, or suspension.

- The service is to be metered, and bills rendered for periods of one month or two months, as the City's rule in force at the time and places of service may provide. For the purpose of this agreement the term between regular meter readings, approximately one month or two months apart, shall be considered to be one month or two months, as the case may be.
- Unless otherwise agreed in writing between the City and the Customer, the Customer and the City shall each have the right to terminate service by giving three days' written notice, or to terminate it summarily if the other party shall fail or refuse to conform to the conditions hereof. The Customer agrees to promptly pay bills rendered according to the City's rates for the Customer's classification of service.
The rate for the Customer's service and classification shall be in force at the date of this contract but may be changed without notice by the Municipal Service Commission at its option. The Customer is responsible for charges for service and for such equipment as the City may furnish for the Customer's use, until three days after notice in writing is mailed by the Customer to the City's office, requesting withdrawal of service, except that any applicable charges will continue as discussed in 11.
- The City reserves the right to install the necessary time switches, meters, relays, peak-limiters, etc., to measure and control off-peak energy for water heating, and the time of off-peak use shall be designated by the Commission.
- The Customer will use his equipment in such a manner as not to disturb the City service to other customers. The Customer will not connect resistance-type welders without capacitors or other approved protective devices designated to minimize voltage fluctuation.
- Because of the City's continued obligation to be ready to serve the Customer's premises, any customer served under a rate having a demand charge will continue to be liable for demand charges for 24 months after any termination of service. The amount of such monthly charge will equal the average demand charge for the 12 months prior to termination of service. "Termination of service" shall include any substantial reduction in Customer's requirements for, or purchase of electric energy, excluding energy efficiency or energy conservation measures; changes in the electric energy consuming equipment on the Customer's premises or its operating characteristics; or changes in the usage of such equipment. The continuation of the demand charge for 24 months may be waived or amended in the sole discretion of the City, based upon such factors as the City deems proper, including the electric load (actual or likely) on Customer's premises to be supplied by the City currently or in the future.
- Duly authorized agents, officers, and employees of the City shall have the right to enter the Customer's premises at reasonable times when necessary for inspection, meter reading, repair, replacement, construction, installation, removal, alteration, or calibration of the metering equipment or City equipment or property. The Customer shall also grant the City such access to The Customer's premises to the extent reasonably necessary to allow the City to cause and continue delivery of electric energy to the Customer.

WATER SERVICE CONTRACT TERMS AND CONDITIONS

In Consideration of the performance by the Department of the foregoing I agree: That the supply of water shall be metered by the Department and bills for such supply shall be rendered by the Department on a regular basis and paid by ME IN ACCORDANCE WITH PROVISION OF CITY CHARTER, PARAGRAPH 91, SECTION 16.

That all bills for such supply shall be paid promptly at the rates established by the Department for this classification of Service.

That I am responsible for such service and the charges by the Department therefore, and for such equipment as the Department may furnish for my use in connection with such service, until three days after a notice by me in writing of the withdrawal of this request is mailed or delivered to the Department. Such withdrawal shall not affect any liability to the Department that I have previously incurred.

- The term "The Department" herein used refers to the Department of Municipal Service of the City of Wyandotte and the term "The Premises" refers to the premises for which service is requested.
- A duly authorized agent of the Department shall have the right of access at all reasonable times to its meter and all of its property installed on the premises.
- It is expressly agreed and understood that the Department does not undertake to furnish continuous service, nor shall it be liable for damage resulting from the failure of such service or from the use of Department appliances or equipment on the premises.
- The rates for the classification of service requested may be changed without notice by the Department of Municipal Service at its option.
- It is unlawful to tamper, destroy or change any of the Department's equipment installed on the premises. Any customer found to be tampering, destroying or changing the Department's equipment may be fined and/or prosecuted.

This order is in duplicate and I acknowledge receipt of a copy.

CABLE TV and/or INTERNET SUBSCRIBER ACKNOWLEDGMENT

The undersigned understands that the Department of Municipal Service has the right to examine, maintain and recover its equipment installed on the premises to which cable and/or internet service is provided. Further, the undersigned is aware that cable and/or internet service will be provided on a month to month basis payable by the subscriber in advance. This application form does not obligate the undersigned to receive the service for any fixed length of time. The undersigned may terminate the service before the first day of any service month by giving the Department of Municipal Service advance notice of termination. The Municipal Service Commission may, from time to time, increase or decrease rates for cable and/or internet service. The Department of Municipal Service may deny service for non-payment of bills or tampering. The Department of Municipal Service will prosecute subscribers and non-subscribers who illegally receive any service provided by the Department that is de-scrambled on equipment or cable that is not the property of this Department and is not installed and maintained by its designated representative.

CABLE TV and/or INTERNET APPLICATION AGREEMENT

The undersigned acknowledges that they have received from the Wyandotte Municipal Service Commission convertor(s) and/or modem(s). The convertor(s) use is to enable reception of cable television signals, the modem(s) is to enable internet access only at the installation address shown on this application. Convertor(s) and/or modem(s) will be treated with due care. I (we) understand that in the case of any damage to or loss of any convertor and/or modem I (we) will reimburse the Department of Municipal Service the sum of \$125.00 for any analog convertor, \$350.00 for any digital convertor, \$7.00 for any analog remote control unit, \$15.00 for any digital remote control unit, \$495.00 for any modem or the cost of repair in such instances that the equipment is repairable. Damaged or lost convertors, remote control units or modems will not be replaced until the Department is reimbursed in full for loss or damage. In case of termination of CATV and/or Internet service by the undersigned, the convertor(s), remote control unit(s) and/or modem(s) must be returned to a representative of the Department of Municipal service within 72 hours of termination. Failure to return convertor(s), remote unit(s) or modem(s) will result in prosecution.

Customer Signature	Initials	Deposit Amount Paid If Required
		\$