

Name \_\_\_\_\_ Account. No. \_\_\_\_\_

Name \_\_\_\_\_

**PARAGOULD LIGHT WATER AND CABLE (PLWC)  
COMMERCIAL APPLICATION AND AGREEMENT FOR UTILITY SERVICE**

For the service required, the Customer agrees to pay PLWC at the current rates as adopted by PLWC Commission. Service will be furnished under the Utility's Standard Terms and Conditions below with which Customer agrees to comply. This agreement shall also apply to the same type of service used by Customer at any other location.

A connect fee will be charged for each service of electric, water and Cable TV or Internet when service is established at a location.

A cash deposit, an irrevocable letter of credit from a banking institution, a Surety Bond, or proof of satisfactory credit with PLWC is required from Customer before Utility services will be provided. Deposits will be refunded in the form of a credit to Customer's account upon 24 consecutive months of timely payment or upon termination of services and settlement of account. In the event a customer who is receiving services without a deposit does not make timely payments, a deposit may be required before services will be continued. Under circumstances below it may be necessary to increase the size of the customer's deposit:

1. If the Customer's services must be discontinued due to non-payment of charges due, or
2. Two or more Customer "insufficient funds" checks returned by the bank to the Utility, or
3. Misrepresentation by the Customer for purposes of obtaining services, or
4. Unauthorized or fraudulent use of Utility services or property.

**STANDARD TERMS AND CONDITIONS FOR SERVICE PROVIDED BY PLWC**

1. **Monthly Bills** – Bills for service will be rendered monthly. The term "month" for billing purposes will mean the period between any two consecutive readings of the meters by the Utility; such readings to be taken as nearly as practicable every thirty (30) days. Failure to receive a bill in no way exempts Customer from payment of service. The Utility makes a special effort to read all meters every month. Sometimes, due to adverse weather conditions, dog hazards, damaged equipment, etc., it is not possible to obtain a meter reading in which case the bill may be estimated. A Customer's bill contains the charges for each type of service provided during the month. Customer bills are mailed to the address provided and payment is due upon receipt. If the amount is not paid by the statement due date, penalties may be charged. Customer will continue to be responsible for payment for all service at this address until service is discontinued.
2. **Discontinuance of Service** – When bills for service are in arrears, or the Customer fails to comply with these **Terms and Conditions**, PLWC will have the right to discontinue service to the Customer and to remove its property from the Customer's premises upon mailing notice to the address to which the monthly bills are sent. There will be a charge for reconnecting the service to customers whose service has been disconnected. For customers of **Oak Grove Heights Sewer**, PLWC is required to comply with the state law and disconnect water service when we receive proper notification from Oak Grove Heights of nonpayment of Customer's sewer account.
3. **Continuous Service and Interruption of Service** – The Utility will endeavor to maintain continuous service, but will not be liable for loss or damage caused by interruption of plant, lines, or equipment, strike, riot, act of God, or causes reasonably beyond the Utility's control, or due to shut-down for reasonable periods to make repairs to lines or equipment. The Utility shall not be responsible for damages for any failure to supply services. Nothing in this Application and Agreement should be interpreted as waiving any rights to sovereign immunity that the Utility may assert.
4. **Protection of PLWC and Access To Premises** – The Customer will protect the Utility's property on the Customer's premises from loss or damage and will permit no one who is not an agent of the Utility to remove or tamper with the Utility's property. The Utility will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, or repairing any meters or devices owned by the Utility or for the purpose of removing its property.
5. **Hold Harmless** – It shall be the responsibility of the Customer to be present at the appointed time when services (Electric, Water, Cable TV and Internet) are turned on at their request.
6. **Communications Regarding Your Account** – Customer agrees that the Utility or any other collection or servicing agency retained by the Utility (*referred to hereafter as "collectors"*) to collect any money that Customer owes to the Utility may contact Customer by telephone or text message at any number given by Customer or otherwise associated with account, including but not limited to, cellular/wireless telephone numbers which may result in incurring fees for the call or text message. Customer understands, acknowledges and agrees that the collectors may be contacted by automatic dialing devices and through pre-recorded messages, artificial voice messages or voice mail messages. Customer further agrees that the collectors may contact them using e-mail at any e-mail address provided to the Utility or is otherwise associated with my account.

**Initial here:** \_\_\_\_\_

7. For further detailed information refer to our web page at [www.paragould.com](http://www.paragould.com)

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PLWC Representative

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date