



City of Toquerville

212 N Toquer Blvd, Box 27, Toquerville, UT 84774
Tel: (435) 635-1094; Fax: (435) 635-5761

FIRE HYDRANT AND METER USE AGREEMENT

Hydrant Meter Deposit: \$1,250.00 Refundable
Daily Charge: \$5.00 Plus \$4.00/1000 gals
Monthly Charge \$150.00 Plus \$4.00/1000 gals

Meter #: _____ Beginning Reading: _____ End Reading: _____

Hydrant Location: _____

Deposit Amount: _____ Check #: _____

Pick-up Date: _____ Return Date: _____

Company Name: _____

Person Responsible for Meter: _____

Physical Address: _____

Mailing Address: _____

Phone: _____ Cell: _____

This Agreement is entered into on this _____ day of _____, 20____, by and between Toquerville City, a municipal corporation, and _____ (Applicant).

WHEREAS, applicant desires to connect to one of Toquerville City's fire hydrants in order to obtain water for development purposes; and

WHEREAS, the parties wish to clearly define the terms whereby applicant shall be allowed to use the hydrant and meter described above.

NOW THEREFORE, in consideration of their mutual promises and covenants set forth herein, and for other beneficial consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Application and Deposit: Applicant shall make application at the Toquerville City office building for permission to use the hydrant and meter in question, and shall pay a \$1,250.00 deposit for such use.

2. Meter Use: Upon approval of an application for use of a fire hydrant and meter and receipt of the required deposit, Toquerville City shall issue a hydrant meter to the applicant. Applicant will be responsible to pick up and return the meter. Applicant assumes full responsibility for the maintenance of said meter while the same is in his possession, and shall pay for any damage to the same. The meter issued to applicant may only be used at the hydrant identified in this agreement unless the applicant notifies the Public Works Director that the meter may be used at another hydrant. METERS MUST BE REMOVED FROM THE HYDRANT EVERY NIGHT.

Applicant shall use due care when attaching said meter to not cause damage to the meter or the hydrant, or to

injure any other property or person. All hydrants shall be opened and closed using a hydrant wrench so as not to damage the operating nut. All hydrants shall be completely opened or completely closed. Applicant shall be responsible for any damage to the hydrant caused by his use of the same.

3. Meter Reading: Applicant must call in or otherwise notify the City of the meter reading no later than the 20th day of each month applicant used the hydrant. FAILURE TO DO SO WILL RESULT IN A \$200.00 FINE AND POTENTIAL TERMINATION OF HYDRANT/METER USE AND LOSS OF THE \$1,250.00 DEPOSIT AT THE CITY'S DISCRETION. The minimum cost of hydrant and meter shall be \$5.00 per day or \$150.00 per month, plus current set rate for gallons of water used. Bills for hydrant use will be due each month before the 20th with a late fee of 5%. Failure to pay for water used from the hydrant may result in termination of this Agreement.

4. Toquerville City's Termination Rights: Toquerville City shall have the option of terminating this Agreement and requiring that applicant return the hydrant meter at any time, upon reasonable notice to applicant. Alternatively, Toquerville City may restrict or limit applicant's use of the hydrant and meter if desired, upon reasonable notice to applicant. Applicant may request a hearing before the City Council regarding any termination or restriction of his use of the hydrant within thirty (30) days of his receipt of notice of the same. Unless termination was due to applicant's failure to report the meter reading by the 20th of the month or his failure to pay the cost for hydrant use before the due date, the hydrant termination or restriction-of-use may not take effect until after any requested hearing has been held. Toquerville City may remove the meter and use the hydrant at any time in case of an emergency. Toquerville City shall not be responsible for any damage or loss caused to applicant from termination or restriction of applicant's use of the hydrant, or for Toquerville City's emergency use of the hydrant. Applicant shall at all times fully cooperate with Toquerville City in applicant's use of the meter and hydrant, allowing reasonable inspections of the hydrant and meter upon demand.

5. Return of Deposit: The deposit shall be returned to applicant after termination of his right to use the hydrant and meter or completion of applicant's use of the same, except a part or all of the deposit shall be used to pay any outstanding bill; for repairs to the hydrant or hydrant meter; or for any other damages caused by applicant's use of the hydrant. In order to allow time for inspection of the hydrant and meter, the deposit shall be refunded by the City to applicant no sooner than one week after the meter has been returned to the City.

6. Indemnification: Applicant agrees to hold harmless and unconditionally indemnify Toquerville City from any and all claims for liability, damages, demands, judgments, losses, costs or expenses (including reasonable attorney fees, costs of suit and expenses of investigation) brought by or against applicant, or applicant's agents, employees or assigns by reason of any accidents, damage or injuries of whatever sort to persons or property in any manner caused by or resulting from applicant's use of the hydrant and/or meter in question.

7. Term: The term of this agreement shall be for a maximum of one year from the date thereof. At the end of the year, applicant is required to return the meter to the City. If the applicant desires to continue use of the meter and hydrant, he may apply for an extension by the Public Works Department, and after a meter has been returned and inspected, it may be reissued to the applicant for the use on the same hydrant for another term not to exceed one year.

8. Successors and Assigns: This agreement shall insure to the benefit of, and be binding on, each party thereto and their respective successors and assigns.

9. Entire Agreement: This agreement constitutes the entire agreement between the parties, and supersedes all previous contracts, permits correspondence or documentation related to the subject matter that may have previously been formed by the parties.

10. Dispute Resolution: In the event a dispute arises regarding the interpretation of this agreement or the honoring of the terms thereof, the parties agree that said dispute shall first be submitted to nonbinding mediation for resolution. Each party shall be responsible to bear its respective share of any costs incurred by the mediation. In the event the dispute cannot be resolved by mediation, either party shall thereafter have the right

to sue for enforcement of the terms of this agreement or for damages, and the prevailing party in such a suit shall be entitled to recover from the other party, in addition to fulfillment of all relevant contractual terms, the prevailing party's reasonable attorney fees and costs incurred in any such action or in any appeal from such action, plus any other relief to which the prevailing party is entitled.

11. Modifications: A modification of, or amendment to, any provision contained in this agreement shall be effective only if the modification or amendment is in writing and signed by all parties. Any oral representation or modification concerning this agreement shall be of no force or effect.

12. Interpretation: Whenever possible, each provision of this agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of the agreement.

13. Applicable Law: This agreement shall be governed, interpreted, and construed by the laws of the State of Utah, including all procedural laws and the applicable statute of limitations. Any default of this agreement shall be deemed to have occurred in the State of Utah.

14. Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this agreement and completely understand the terms herein. The parties acknowledge that they have full authority to execute this agreement and that they sign this agreement with the intention to bind themselves and their successors and assigns, and they further acknowledge that they sign this agreement of their own free will and choice, with a full understanding of all the applicable terms and conditions.

15. Titles and Headings: Titles and headings of paragraphs of this agreement are for convenience of reference only and shall not affect the construction of any provision of this agreement.

16. Hydrant Meter Condition: Both parties acknowledge that they have viewed the hydrant meter and that the meter is in good working condition. City Initial: _____ Applicant Initial: _____

IN WITNESS WHEREOF, the parties hereto execute this agreement on this _____, day of _____, 20____.

Applicant Signature

City