



**Business or Commercial Accounts Only:**

If other than an individual, charter or state ID No.: \_\_\_\_\_

If other than an individual, state of incorporation/organization: \_\_\_\_\_

If other than an individual, Federal Tax ID No.: \_\_\_\_\_

Other than for residential service, please provide three credit references:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other than for residential service, please provide a bank reference: \_\_\_\_\_

**Office use only:**

Customer No. \_\_\_\_\_ Route/Acct \_\_\_\_\_

Service Request Date \_\_\_\_\_ Inside \_\_\_\_\_ Outside \_\_\_\_\_

Water Activation Fee # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Gas Activation Fee # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Water Deposit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Gas Deposit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

An account shall be established in the name of (1) the legal title owner of the real property or (2) the Person, Persons, entity or entities who own the real property receiving such services as shown on the property records of the Jefferson County Tax Assessor (together the "Residential Owner"). Alternatively, to satisfy the requirements of this paragraph, a tenant or existing Mulga account holder for the service address may establish the account in the tenant or existing Mulga account holder's own name, but in order to do so, the Residential Owner must sign as a guarantor for the account, including a waiver of any rule of law, statute, or constitutional provision that would otherwise limit the Residential Owner's obligation to do so. A failure by a tenant or existing Mulga account holder for the service address to establish an account and to maintain it in good standing shall not relieve any Residential Owner from their obligations hereunder. See, e.g., ALA. A.G. OP. 2012-010. The application, guaranty, and waiver contemplated by this paragraph must be made on a form provided by the Mulga.

Prior to the establishment of service, an Applicant must provide proof of the Applicant's right to occupy the service address. For example, proof may include a copy of a deed or a lease. The Applicant must also demonstrate that the Applicant has satisfied all requirements of the governing body for the service address to occupy the premises, including the receipt of a Certificate of Occupancy, where applicable.

A government issued photo id, work photo id, student photo id or other verifiable photo id will be required to establish a new account. If other than an individual, a current W-9 will be required. Please attach a copy to this application.

The Terms and Conditions set forth below are part of this Application. Please read them before signing and returning this Application.

The undersigned Applicant hereby agrees to the Terms and Conditions set forth below in this Application. Applicant represents, warrants, and agrees that the foregoing information is submitted for the purpose of obtaining credit from Mulga and is true and correct to the best of Applicant's knowledge, information, and belief; that Applicant has authority to sign and deliver this Application on behalf of the Applicant and to bind Applicant to the terms and conditions hereof; that a photocopy or fax of this signed Application shall be considered an original and shall be sufficient for all purposes as a manually signed counterpart hereof; that Mulga is authorized to obtain and update credit reports and credit references from time to time; and that Applicant received a full completed copy of this Application at the time Applicant signed it. Applicant authorizes Mulga to complete orders without Applicant being present, and accepts responsibility for such goods and services upon delivery.

\_\_\_\_\_  
\_\_\_\_\_

Applicant Signature

\_\_\_\_\_  
\_\_\_\_\_

Date

**WE CAN REQUIRE NOTARIZATION IF NOT WITNESSED BY A MULGA EMPLOYEE**

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Suite 5M35, 60 Forsyth Street, SW, Atlanta, GA 30303-2322. If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Town of Mulga, ATTN: Credit P. O. Box 40, Mulga, AL 35118, telephone (205) 787-4521, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

## **TERMS AND CONDITIONS**

All goods and services provided by Mulga and received by Applicant shall be deemed an acknowledgment and acceptance by Applicant of Mulga's terms and conditions as then in effect. All sales or services are subject to any additional terms and conditions of related contracts, utility bills, or invoices, and all terms and conditions of this Credit Application and Agreement are expressly incorporated into such related contracts, utility bills, or invoices, and to the extent that any terms and conditions of a related contract or invoice expressly contradict the terms and conditions herein, the terms and conditions set forth herein are controlling. The terms and conditions set forth herein, as may be subsequently modified by Mulga from time to time, are incorporated by reference into all related contracts and invoices and acknowledgment forms issued by Mulga.

### **Adherence to Policies**

1. All goods and services furnished by Mulga to Applicant shall be subject to the rules, regulations, policies, and procedures issued by Mulga as they may be amended over time, and Applicant agrees to comply with the same.

### **Applicant's Financial Obligations**

2. All charges, fees, and rates shall be as established in Mulga's separately adopted Schedule of Charges & Fees and/or Rate Tables and/or Rates and Fees schedules (by whatever name or names called) as they may be amended over time.
3. All deposits, guarantees, and securities shall be as established in Mulga's separately adopted Schedule of Deposits (by whatever name called) as it may be amended over time. However, Applicant expressly agrees that any amounts owed by Applicant to Mulga, including, but not limited to, unpaid bills for water service, gas service, solid waste collection, or any other program or service offered by Mulga (altogether "Service"), may be deducted from any deposit, guarantee, or security furnished by Applicant whenever Applicant's Service is disconnected, Applicant's account is closed, or whenever Applicant's balance has remained unpaid for more than ten days when due and that such deposit, guarantee, or security may be applied to any balance owed to Mulga whether or not associated with the particular program or service for which the deposit, guarantee, or security was originally made.
4. Applicant shall reimburse Mulga for the total out-of-pocket expenses (labor, equipment, materials and overheads), if any, incurred by Mulga associated with the reconnection of Service previously disconnected.
5. Applicant shall pay in full any charges resulting from disconnection or reconnection of Service as well as any billing amounts previously due before Service will be reconnected.
6. In the event that Applicant fails to make payments in accordance with the terms of this Agreement or to make payment according to the terms of any related contract, Service bill, utility bill, or invoice, the account shall be deemed to be delinquent. Applicant shall pay all collection costs and expenses, including reasonable attorneys' fees incurred by Mulga collecting or attempting to collect such account.
7. Should the financial responsibility of Applicant at any time become unsatisfactory to Mulga, Mulga shall have the right to require payment in advance or satisfactory security.
8. Applicant agrees that its continued solvency is a precondition to any goods or services provided to Applicant. Applicant agrees to provide Mulga a statement representing that it is and remains solvent. Applicant agrees that Mulga may utilize outside credit reporting services to obtain any information on the Applicant - or the undersigned Guarantors - that Mulga deems necessary.
9. Unless this credit application is expressly marked on the reverse side as being for "Owner Occupied" use, Applicant represents that any credit extended by Mulga will not be primarily for personal, family or household use.

### **Safety of the Service Location**

10. Service may be refused or discontinued if the Applicant's use of premises is determined by Mulga to encroach on and violate the property interests or property rights of Mulga, if the premises stand in violation of the technical codes adopted by governing jurisdiction for the service address, if the use of the premises is not in compliance with any Policies and Procedures adopted by Mulga, if Applicant has violated these Terms and Conditions, or if the provision of service would otherwise be unsafe to the extent that it would be a nuisance.
11. Applicant agrees to exercise proper care to protect the property of Mulga located on or near the Applicant's premises, and in the event of loss or damage to Mulga's property or equipment, arising from the neglect of the Applicant to properly care for the same or intentional damage to the same (whether caused by Applicant or any other party), the cost of necessary repairs or replacement shall be paid by the Applicant.
12. Applicant shall notify Mulga immediately of any defect in Service or any trouble with or accident involving the Service, including but not limited to, when applicable, leaks discovered.
13. Applicant agrees to keep in good repair all appliances and piping at the service address related to the Service (other than meters and regulators maintained by Mulga). For water and gas Service, Applicant shall be responsible for furnishing and maintaining the service line from the utility meter to the residence/business. Applicant will report first to Mulga before any repairs required by this Agreement are made.

### **Disclaimers of Liability**

14. Mulga, in accepting the application of the Applicant and in supplying Services, does not assume any obligation or responsibility as to the condition of the Applicant's service address, equipment, or apparatus. In no case shall Mulga be held liable for damages, including but not limited to consequential damages, or be considered negligent in any manner as a result of any interruption or failure of Service, and the Applicant shall make no claim for such damage.
15. Services provided by Mulga are provided as a service for the public as a whole, and are not for the benefit of any individual person or entity. Mulga and its agents, officers, and employees accept no duty for the benefit (intended or unintended) of any person including but not limited to any owner, mortgagee lien holder, landlord, tenant, occupant, roomer, invitee of any type, trespasser, or any of their agents, officers, or employees. Any duty alleged to arise under this Agreement and/or any other associated policies, rules, regulations, and/or schedules of Mulga or any of its agents, officers, or employees for the benefit of any person is hereby expressly rejected. Mulga and its agents, officers, and employees hereby expressly reserve all applicable immunities existing under any doctrine, authority or law (whether under the common law, statute, or otherwise), including but not limited to substantive immunity, qualified immunity, and discretionary function immunity. Applicant agrees to indemnify, hold harmless, and defend Mulga from and against any and all claims of any type or nature asserted by any person or entity against Mulga related to the service address and/or otherwise arising from a Service or related to this Agreement.
16. MULGA DISCLAIMS, AND APPLICANT WAIVES, WITH RESPECT TO EVERY GOOD OR SERVICE SOLD BY MULGA, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MULGA HAVE ANY LIABILITY FOR LOSS OF TIME, LOST PROFITS, COST OF LABOR EXPENDED, OR ANY SEPARATE, SPECIAL, IN-DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

### **Meter Devices, Carts and Other Equipment**

17. All meter devices for measuring usage of Service and all other metering equipment necessary for proper metering of such consumption and Carts will remain the property of Mulga. Access to the meter devices for reading, inspection, repair, or other purposes and Carts will be furnished to authorized employees and/or agents of Mulga at all hours.
18. As applicable, Applicant agrees to provide, free of expense to Mulga, a suitable location for placement of meter devices and any other equipment, regulators, apparatus or appliances or Carts of Mulga necessary for providing Service. Applicant grants any authorized employee or agent of Mulga free and unrestricted access to any Mulga property installed or otherwise situated on Applicant's premises, as is necessary from time to time.

### **Administrative Remedy**

19. The Mulga Town Council is authorized to hear and decide appeals where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of these Terms and Conditions or otherwise related to the provision of Service. In exercising the power of

administrative review, the Mulga Town Council shall apply and not vary the terms of these Terms and Conditions and of the Ordinances of Mulga. The decision of the administrative official shall remain in full force and effect unless and until reversed by the Mulga Town Council, unless the administrative official finds that a stay is required to prevent imminent peril to life, property, or public safety. Such appeals must be taken by making a request in writing specifying the grounds for the appeal to the Mulga Town Clerk within fifteen (15) days of the order, requirement, decision, or determination complained of.

**Miscellaneous**

- 20. Neither any failure nor any delay on the part of Mulga in exercising any rights hereunder shall operate as a waiver of any of Mulga's rights hereunder. All rights and remedies granted hereunder are in addition to all remedies available at law or in equity. Any provision of this agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- 21. The laws of the State of Alabama shall govern the rights of Applicant and Mulga under this credit application, the rights of the parties under any agreement between them and the rights of the parties arising out of any sale or lease by Mulga to Applicant.
- 22. Applicant acknowledges that Mulga's main office is in the Bessemer Division of Jefferson County, Alabama. Applicant submits to the non-exclusive jurisdiction of the courts located in the Bessemer Division of Jefferson County, Alabama, and waives any objection to venue in the Bessemer Division of Jefferson County, Alabama.
- 23. Mulga's extension of credit and provision of goods or services are expressly conditioned upon the terms and conditions contained herein. NO TERMS OR CONDITIONS WHICH ALTER OR MODIFY IN ANY WAY ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY MULGA'S SUPERINTENDENT. MULGA OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS, PURCHASE ORDERS OR COMMUNICATIONS FROM APPLICANT.

**To be required for any Applicant other than an individual utilizing the service address as "Owner Occupied":**

**CONTINUING GUARANTY:** For good and valuable consideration, including the extension of credit to the Applicant named in the above Credit Application and Agreement from which the undersigned will benefit, the undersigned (hereinafter called "Guarantors," whether one or more), jointly and severally, absolutely and unconditionally guarantee the full and complete payment and performance of, and promise to pay to Mulga (as "Mulga" is defined in the above Credit Application), when due, any and all indebtedness, liabilities, damages, obligations and covenants of the above named Applicant, any successor or related business entities and any other business entity in which the undersigned owns or holds an interest (hereinafter referred to collectively as the "Customer") to Mulga, including all interest and late charges, all costs and expenses of collection, suit or other legal action, including reasonable attorneys' fees, arising out of or relating to credit now or hereafter extended by Mulga to any Customer, whether for utility bills, goods, services, or otherwise, and any and all renewals, modifications, extensions, and increases thereof (collectively, the "Obligations"). Upon default by any Customer, Guarantors shall pay the Obligations immediately without deduction by reason of any set-off, recoupment, defense or counterclaim. The amount of the Obligations guaranteed by this Guaranty is not limited. This is a continuing guaranty relating to all Obligations, including Obligations arising under successive transactions between Mulga and any Customer. This Guaranty shall remain in full force and effect with respect to all present and future Obligations of the Customer and may not be revoked or terminated without the prior written consent of Mulga; and even after any such receipt, acknowledgment, revocation or termination, this Guaranty shall be and remain effective as to Obligations then outstanding (plus interest and late charges thereafter accruing), any credit that Mulga has then committed to extend to a Customer (plus interest and late charges thereafter accruing), and any renewals, modifications and extensions thereof. If more than one person signs this Guaranty, termination by one of the undersigned shall not terminate this Guaranty with respect to the other(s). The obligations of the undersigned are those of a primary obligor (and not merely as a surety or guarantor of collection), joint and several with any Customer, independent of the obligations of any Customer, and a separate action or actions may be brought against any one or more of the undersigned whether the action is brought against any Customer or any other Guarantor or whether any Customer or other Guarantor is joined in any such action or actions. The obligations hereunder may be enforced without requiring Mulga first to resort to any other right, remedy or security. The obligations of Guarantors are continuing, absolute, and unconditional, and the undersigned guarantee that the Obligations will be paid in full, regardless of whether recovery upon such Obligations may be or hereafter become barred by any statute of limitations, or whether such Obligations may be now or hereafter become otherwise unenforceable. The undersigned hereby: (a) waive acceptance of this Guaranty by Mulga, notice of acceptance, notice of default, and notices of any kind; (b) waive all defenses of suretyship and the defense of impairment of collateral; (c) agree that Mulga, without notice and without affecting any Guarantor's liability hereunder, may from time to time renew, extend or modify or otherwise change the terms of the Obligations, take and hold security for payment of the Obligations, and release or substitute any one or more guarantors of all or any part of the Obligations; (d) waive any rights to exemption; (e) agree that nothing, including, without limitation, discharge of a Customer in bankruptcy, will discharge or satisfy the obligations of the undersigned hereunder except the full, unavoidable payment and performance of all Obligations of the Customer to Mulga; (f) agree that the interest rate applicable to the applicable Customer account(s) shall continue to accrue after Mulga obtains a judgment against Guarantors; (g) agree to pay reasonable attorneys' fees and other costs and expenses incurred by Mulga in enforcement of this Guaranty; (h) waive and subordinate all right of subrogation against the Customer until all of the Obligations have been paid in full and are not avoidable by a trustee in bankruptcy; (i) consent to the non-exclusive jurisdiction of the courts of the Bessemer Division of Jefferson County, Alabama, in any action to enforce this Guaranty; (j) confirms that the undersigned have read and agree to the terms of the above Credit Application and Agreement; (k) agree that a photocopy or facsimile of this Guaranty will be considered an original and will be sufficient for all purposes as a manually-signed counterpart hereof; (l) represent that the undersigned have actual authority to execute this Guaranty; (m) that the undersigned is either the legal title owner of the real property or the Person, Persons, entity or entities who own the real property receiving such services as shown on the property records of the Jefferson County Tax Assessor; and (n) as consideration for the convenience of allowing the Service account to be established in the name of an entity, a tenant, or an existing Mulga account holder, ***WAIVES ANY RULE, STATUTE, OR CONSTITUTIONAL PROVISION THAT WOULD OTHERWISE LIMIT THE RESIDENTIAL OWNER'S OBLIGATION TO PROVIDE THIS GUARANTY, INCLUDING, BUT NOT LIMITED TO, THE RIGHTS Formatted: Font: Bold, Underline AFFORDED TO ANY PERSON WHEN A BILL FOR RESIDENTIAL GARBAGE SERVICE FROM MULGA IS RECEIVED IN THE NAME OF THE TENANT OR TENANTS PURSUANT TO AMENDMENT NO. 911 TO THE ALABAMA CONSTITUTION OF 1901.*** This Guaranty shall be governed by the laws of the State of Alabama. This Guaranty is given under the seal of all parties hereto, and it is intended that this Guaranty is and shall constitute and have the effect of a sealed instrument according to law. This Guaranty shall inure to the benefit of Mulga, its successors and assigns, and shall bind the heirs, executors, personal representatives, administrators and successors of the undersigned.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

Property Owner Name & Mailing Address: \_\_\_\_\_

Property Owner Emergency Phone number: \_\_\_\_\_

**WE CAN REQUIRE NOTARIZATION IF NOT WITNESSED BY A MULGA EMPLOYEE**