



**CITY OF KIMBALL**  
**APPLICATION FOR UTILITIES SERVICES**  
**223 SOUTH CHESTNUT STREET, KIMBALL, NE 69145**  
**PHONE: (308) 235-3639 Fax: (308) 235-2971**

<p><b>OFFICE USE ONLY</b></p> <p>ACCOUNT# _____ COMP# _____</p> <p>DEPOSIT PAID <input type="checkbox"/> COPY OF RECEIPT ATTACHED <input type="checkbox"/></p>
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**COMMERCIAL APPLICATION**

Date of Application: \_\_\_\_\_ Date Utility Service Desired: \_\_\_\_\_

Services Requested (check all that apply)  Electric  Water  Sewer  Garbage  Bulk Water

Service Address: \_\_\_\_\_  
Address City State Zip

Commercial Customer \_\_\_\_\_ Business Phone

Type of Business  Corporation  Partnership  Sole Proprietorship  Other \_\_\_\_\_

Does this business conform to the Zoning Ordinances? \_\_\_\_\_

Do you own the premises?  Yes  No  
 If No, Owner of Premises: \_\_\_\_\_  
Name Address City/State/Zip Phone

Customer Mailing Address \_\_\_\_\_  
(if different from above) Address City/State/Zip

Occupation \_\_\_\_\_ Employer \_\_\_\_\_ Employer Phone \_\_\_\_\_

Additional Customer / Spouse Occupation \_\_\_\_\_ Employer \_\_\_\_\_ Employer Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_  
Name Address City/State/Zip Phone Relationship to Customer

Have you previously had utilities in your name with the City of Kimball?  Yes  No  
 If Yes, at what address? \_\_\_\_\_ When? \_\_\_\_\_

Do you currently have utilities in your name with the City of Kimball?  Yes  No  
 If Yes, at what address? \_\_\_\_\_

Do you wish to have a third party notified in the event your utility service is to be discontinued for non-payment?  Yes  No

\_\_\_\_\_  
Name Phone  
*(We are required by law to make this offer to you)*

***I have read, understand and agree with the Terms and Conditions (see reverse) of the City of Kimball Utilities Service Application and that the above information is true to the best of my knowledge.***

\_\_\_\_\_  
 Officer Signature Date

Other Authorized contacts:  
 \_\_\_\_\_  
Name Phone Number  
 \_\_\_\_\_  
Name Phone Number

<p><b>REQUIRED DEPOSIT</b></p> <p><b>COMMERCIAL: \$300</b></p>
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## TERMS AND CONDITIONS

City of Kimball is hereby requested to provide city utility services at the location herein described (the "premises"), and to furnish, own and maintain metering and regulating equipment located on the premises. As a condition to such service, it is understood and agreed as follows:

1. All private service lines, piping, appurtenant facilities, appliances, or equipment (excluding metering and regulating equipment), located on or within the premises, shall be owned, maintained and controlled by the Customer and/or premises' owner in accordance with the City's rules, tariffs, and other applicable laws and regulations as amended from time to time. Except as otherwise required by law, the City does not undertake to, or assume the obligation for, the inspection, testing, maintenance, or repair of equipment or facilities not owned by the City.
2. The Customer agrees to pay for utility services at the City's established rates as amended and changed from time to time, plus all sales, use, excise and other taxes. The City may require from the Customer a money deposit sufficient to secure the City in payment of such sums which may become due by Customer to the City. The Customer further agrees to abide by the City's present and future rules, ordinances, and other applicable laws and regulations as a condition of utility services. The Customer understands and agrees that bills are due and payable upon receipt and that disconnect will be made in the event of non-payment.
3. The Customer agrees that the City will have the right of access to the Customer's premises at reasonable times for the purpose of installing, reading, inspecting, testing, maintaining, or repairing metering and regulating equipment, or for the purpose of removing its property, and for all other proper and lawful purposes.
4. The City shall not be liable for damages due to interruptions in service and the Customer shall hold the City harmless from any and all claims or liability for damage or injury to persons or property which may arise out of or be caused by the construction, maintenance, use, or operation of service lines, piping, facilities, equipment, or appliances which are located on the premises.
5. The Customer shall properly protect the City's property located on the premises from loss or damage.
6. The Customer shall provide a minimum of three days advance notice to the City when the Customer desires to discontinue utility services. In the event the Customer moves to a different location, an application must be made for service at the different location. The Customer will be held liable to the City for all services received at the premises until payment in full has been made.
7. The Customer shall also be held liable for all services at the premises until such time as the Customer has given the City the required advance notice and request to discontinue services.
8. This application pertains to all meters to be installed at the premises.

As a condition of service, Customer understands that the City may conduct various premise surveys of Customer-owned facilities. Customer further understands that such surveys are performed solely for the City's purposes, and that no representation, opinions, guarantees or warranties, expressed or implied, as to the condition of Customer-owned facilities are made by the City or may be assumed by any party as a result of the conduct of such surveys. By performing such surveys, Customer understands and agrees that the City shall not be liable to any party in any manner for defective Customer-owned facilities, whether such defect is discovered at the time of any given surveyor a later date, unless the defect to Customer-owned facilities is proximately caused by the City's negligence.

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Please initial that you have  
read the above