

**Payment Agreement for Delinquent Utility Bills
Kirklin Utilities & Town of Kirklin**

This payment agreement is made between Kirklin Utilities/Town of Kirklin, located at 113 N. Main St. Kirklin, IN 46050, and _____ (herein referred to as the customer).

1. The customer states the following as true facts:

Customer's Name: _____ *DOB:* _____ *Customer#* _____

Customer's Name: _____ *DOB:* _____ *Customer#* _____

Utility address: _____ *Billing address:* _____

2. It is agreed to by the customer and Kirklin Utilities/Town of Kirklin, that this payment agreement is entered into voluntarily by both parties. The customer acknowledges that Kirklin Utilities/Town of Kirklin has no obligation or duty to enter into this payment agreement. The customer agrees that if utility service is in more than one name, then ALL individuals on the account shall become a party to and sign this payment agreement.
3. The customer acknowledges that their utility service account is in arrears and is past due. The customer acknowledges that they owe a past due amount of \$ _____ for utility services and will receive a penalty charge each month until bill is paid in full.
4. **The customer agrees to pay Kirklin Utilities/Town of Kirklin BY THE 15th DAY OF EACH MONTH the current charges on their account plus (+) \$ _____ of the total past due charges remaining after an initial payment of (\$ _____) on _____.**
5. The customer agrees that the arrears will be paid in full no more than three (3) months from the date of this payment agreement.
6. The customer acknowledges that if the current charges plus the past due amount(s) agreed upon in item four (4) or the other payment arrangements are NOT paid ON TIME, Kirklin Utilities/Town of Kirklin will terminate this payment agreement and the full balance will be due immediately or services will be disconnected.
7. If the customer moves from the above service address, this payment agreement is terminated immediately, and ALL unpaid fees and charges shall be immediately due.
8. Any customer payment returned, including a returned check, by any financial institution for any reason, shall be considered a default of the payment agreement and this agreement shall be terminated immediately.
9. The customer agrees to pay Kirklin Utilities/Town of Kirklin any and all expenses of collection, administrative expenses, reasonable attorney's fees, and court costs that may arise from the customer's failure to comply with the terms and conditions of this

agreement. Customer agrees that Clinton Superior Court, Small Claims Division, shall be the appropriate venue for any legal proceedings commenced under this agreement.

10. Payments need to be received via mail at P.O. Box 147, Kirklín, IN 46050 or by coming into the office during normal business hours.

Customer Signature

Date

Customer Name (Printed)

Customer Signature

Date

Customer Name (Printed)

Agreement approved by:

Signature

Date

Printed Name