

Murray City Fire Hydrant Meter Rental Agreement

This Fire Hydrant Rental Agreement (the "Agreement") is made and effective as of the date of the City's signature below.

Whereas the renter named herein wants to rent a fire hydrant meter from the City for recording water withdrawn from City-approved hydrants, and the City has determined that it is in the public interest for the City to provide such meters for recording water usage from City-approved hydrants.

Therefore, in consideration of permission to use a city hydrant meter and to withdraw water from City hydrants, the City and Renter agree as follows:

Meter Duration and Billing Terms:

1. This Agreement shall commence on _____, 20____, and extend for a period of _____ months, ending on _____, 20____.
2. Renter shall pay a deposit of \$1,450 in the form of a check only. \$50 of this is a meter set fee and is non-refundable. Final payment may be taken from the deposit.
3. Water usage rates shall be calculated at the current tier 5 Murray City Water rates schedule.
4. Failure to pay the rental fee and for water usage within 15 days of the billing notification will terminate this Agreement.
5. When meter is kept longer than three (3) months, readings will be taken at the end of each third month, and renter will be billed accordingly.
6. A minimum \$2.00 per day charge will be assessed starting in the fourth rental month in addition to water use charge. However, if renter's monthly water bill exceeds \$50.00, this fee shall be waived.

Backflow Requirements:

7. Backflow will generally not be required for water trucks if there is a visible air gap.
8. Backflow will be required for any garden hose type connection (anti-siphon hose bib device).
9. Murray City personnel shall determine when backflow requirements must be followed on a case-by-case basis.
10. If backflow is required at any time, the renter shall provide an appropriate device and must have a backflow device test performed within two (2) calendar days of meter set by a certified tester. Test must be promptly provided to Murray City Water Division, and assembly must be supported to prevent damage.

Winter Use:

11. Fire hydrant shall be turned off daily to prevent freezing and damage to the fire hydrant or meter.
12. Renter shall be liable for the costs of any damages resulting from freezing.
13. Repairs to such damaged hydrants or meters may only be made by Murray City.

General Terms:

14. Meters may only be set and moved by Murray City personnel.
15. Renter shall be responsible to pay a \$100.00 fine per occurrence for any tampering with or damage to the meter or hydrant lock.
16. Renter is responsible to reimburse the city for any theft of or damage to the meter or any associated part of the meter.
17. Renter is responsible for all damage to the hydrant, excluding normal wear and tear, but specifically including any damage caused from improper operations.
18. Renter may purchase a fire hydrant operating wrench from the city for an additional \$45.00, which is a non-refundable separate purchase. Pipe wrenches **shall not** be used to operate any fire hydrant.
19. City, at the request of Renter, may provide field training for the proper use of the hydrant to avoid hydrant damage.
20. Meters shall not be set on private fire hydrants unless renter has a written agreement with the owner of such private hydrant allowing such action and provides the agreement to the City.
21. City may terminate this Agreement at any time for convenience upon two (2) calendar days-notice to Renter. In the case of termination under this section, City shall refund any deposit balance after the water fees have been collected.

22. Renter may terminate this Agreement at any time by contacting the city and settling the account. Upon determining the condition of the meter, the City shall refund the deposit less any unpaid fees. If meter is returned with damage, City shall retain all or a portion of the deposit as appropriate to replace or repair the meter.
23. Hydrant meter shall be used for construction water only within Murray City's service area. City may immediately terminate this Agreement if water is not used pursuant to the terms of this Agreement.
24. Notices shall be sent to the Renter at the address indicated on the application.
25. Renter expressly agrees to indemnify, defend, and hold the City harmless from and against all claims, loss, damage, injury and liability however caused, including any negligence by Renter's agents or employees resulting from, arising out of, or in any way connected with the rental or use of the hydrant meter.
26. If signing on behalf of a corporation, partnership, business or entity, Renter affirms under penalties of perjury that they have authority to bind such corporation, partnership, business or entity.
27. This is for temporary use only. In no way is it to be used for a permanent service connection to our water system.

MURRAY CITY CORPORATION

Signature

Date**RENTER**

Signature

Printed Name/Title

Organization (if applicable)

Date