

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

Alternative Payment Plan Agreement

Customer Name: _____
Service Address: _____
Mailing Address: _____
Phone Number: _____ Account Number: _____
Amount: \$ _____ Term: _____

This Payment Plan Agreement is entered into by and between:

_____ (the "Owing Party")

and Humboldt Community Services District (HCSD) having its principal place of business located at 5055 Walnut Drive, Eureka, CA 95503 both of whom agree to be bound by this Agreement.

WHEREAS, as of the date indicated above, the Owing Party has an outstanding balance due the HCSD representing delinquent amounts owed for water and/or sewer services (the "Deficiency"); and

WHEREAS, the Owing Party and the HCSD desire to enter into an agreement whereby the Owing Party shall pay the HCSD the sum of the Deficiency on a payment plan according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Owing Party and the HCSD (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Deficiency Acknowledgment

The Owing Party agrees and acknowledges that it owes the HCSD an amount of money equal to the Deficiency as defined above. Nothing in this Payment Agreement is a waiver of any amounts owed and in the event of any breach of this Agreement by the Owing Party, the HCSD's rights to the Deficiency shall not be limited. Further, nothing in this Agreement shall be construed or applied in such a manner to relieve Owing Party of his or her obligation to keep current as future charges for water and/or sewer fees become due, it being understood that only the Delinquency amount defined above is included in this payment plan.

2. Owing Party Representation and Warranty

The Owing Party hereby represents and warrants that this Agreement and the payment plan herein has been developed in a manner that the Owing Party reasonably believes it can pay the HCSD without further interruption notwithstanding an additional change in circumstances.

3. Payment Plan

The Parties hereby agree to the payment plan as described on Exhibit A attached hereto (the "Payment Plan"). The Owing Party agrees to make the payments to the HCSD within the dates as listed on the Payment Plan. Owing Party understands the monthly payment amount is in addition to the current monthly billing, and that **both** must be paid in full each month by the due date indicated on the bill. If payments are not made in full as agreed, the entire balance shall become due and payable immediately, and service will be subject to disconnection in accordance with law.

4. Late Fees and Charges

In consideration for agreeing to this Payment Agreement and conditioned up Owing Party's complete and timely satisfaction of his or her obligation hereunder, the HCSD hereby agrees to waive any penalties or other late charges on the Delinquency that have accumulated by reason of the delinquency. For the avoidance of doubt, the accumulated late fees or charges shall become due and payable to HCSD in the event Owing Party defaults on the Payment Plan.

5. Acceleration upon Breach

In the event that the Owing Party fails to make a payment in accordance with the Payment Plan within ten (10) days of the payment due date, the full amount of the Deficiency shall come immediately due and payable, plus any accrued interest or late charges.

6. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

7. Severability

In the event any provision of this Agreement is held to be invalid, illegal, or enforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

8. Applicable Law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in Humboldt County, California.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

HUMBOLDT COMMUNITY SERVICES DISTRICT	
HCSD Representative Signature:	Customer Signature:
HCSD Representative Name and Title:	(Customer Name)
Date:	Date:

Prepared by: _____

EXHIBIT A

PAYMENT PLAN

No. of Payments _____

Total Late Amount

\$ _____

Pymt No.	Due Date:	Amount
1		\$
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
		\$

Customer Initials: _____

Date: _____

Please Note: Payments listed above are in addition to monthly billed charges for service.