



## Alternative Payment Plan Agreement

Customer Name:  
Service Address:  
Mailing Address:  
Phone Number:  
Account Number:  
Date:

This Payment Plan Agreement (Agreement) is entered into by \_\_\_\_\_ (Customer) and the City of Cloverdale (COC).

WHEREAS, the Customer has an outstanding balance, as of the date above, due to COC for delinquent amounts owed for water services (Debt); and

WHEREAS, the Customer and the COC desire to enter into the Agreement where the Customer shall pay the COC the total Debt on a payment plan according to the following terms and conditions.

THEREFORE, the Customer and the COC (collectively the Parties) agree as follows:

### 1. Debt Acknowledgment

The Customer agrees and acknowledges that it owes the COC an amount of money equal to the Debt as defined in Exhibit A-Payment Plan. Nothing in this Agreement is a waiver of any amounts owed and in the event of any breach of this Agreement by the Customer, (ABBRV)'s rights to the Debt shall not be limited. Nothing in this Agreement shall be applied in such a manner to relieve the Customer of his or her obligation to keep current on future charges for water services. It is understood that only the Debt amount defined in Exhibit A is included in this Agreement.

### 2. Customer Representation and Warranty

The Customer acknowledges that this Agreement has been developed in a manner that the Customer believes he or she can pay COC without further discontinuance.

### 3. Payment Plan

The Parties agree to the payment plan as described in Exhibit A. The Customer agrees to make the payments to COC within the dates listed on Exhibit A. The Customer understands the monthly payment amount is in addition to the current monthly bill for water services, and that both must be paid in full each month by the respective due dates. If payments are not made in full as agreed, the entire balance shall become due immediately, and service will be subject to disconnection in accordance with Health and Safety Code Section 116908.

### 4. Late Fees and Charges

COC agrees to waive any penalties or other late charges on the Debt in accordance with California Water and Wastewater Arrearage Payment Program Guidelines: Water Arrearages.



**5. Acceleration**

In the event that the Customer fails to make a payment in accordance with the Agreement within ten days of the payment due date, the full amount of the Debt shall become due immediately.

**6. Modification**

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

**7. Severability**

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

**8. Proper Law**

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

IN WITNESS WHEREOF, each duly authorized officer of the Parties has executed this Agreement, as of the date signed below.

City of Cloverdale	Customer
Signature:	Signature:
Name:	Name:
Date:	Date:



**EXHIBIT A  
PAYMENT PLAN**

No. of Payments:		Total Debt: \$
<b>Payment #:</b>	<b>Due Date:</b>	<b>Amount:</b>
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
<b>Total Paid:</b>		

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_