

Welcome to the

**City of New Bern**

P.O. Box 1129, New Bern, NC 28563  
252-639-2750

**BUSINESS/INDUSTRIAL/COMMERCIAL CONTRACT**

Date: \_\_\_\_\_ Service Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

For Proprietorship -(Owner Doing Business As Company Name - Include Names of all Owners)

Company Entity:     Proprietorship         Partnership                       Corporation

Authorized Company  
Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Company's Federal Tax ID Number: \_\_\_\_\_

NC State Corporation I.D. Number: \_\_\_\_\_

Services Requested:    Electricity    Water    Sewer    Refuse   Start Date: \_\_\_\_\_

**Requirements:   Articles of Incorporation if filing as a corporation or partnership  
Lease Agreement or Sales Contract for all commercial accounts**

**DEPOSIT:**

Proprietorship:

- Requires names, addresses and social security numbers of all owners**
- Credit Reference on File (1 months' worth of average annual service) Acct. No. \_\_\_\_\_
- Surety Bond on File (bond amount must be equal to 2 months' worth of service or \$10,000, whichever is higher, and automatically renewable)                      Received: \_\_\_\_\_
- Letter of Credit on File (letter of credit amount must be equal to 2 months' worth of service or \$10,000, whichever is higher, and automatically renewable)                      Received: \_\_\_\_\_
- Cash    Check                      Amount \$ \_\_\_\_\_     1 months' service    2 months' service

Corporation or Partnership:

- Requires Articles of Incorporation and Corporation ID number**
- Requires names, addresses and social security numbers of all officers/partners**
- Surety Bond on File (bond amount must be equal to 2 months' worth of service or \$10,000, whichever is higher, and automatically renewable)                      Received: \_\_\_\_\_
- Letter of Credit on File (letter of credit amount must be equal to 2 months' worth of service or \$10,000, whichever is higher, and automatically renewable)                      Received: \_\_\_\_\_
- Credit Reference on File (1 months' use still required)                      Acct. No. \_\_\_\_\_  
(Credit reference must be in same name as applicant)
- Cash    Check                      Amount \$ \_\_\_\_\_     1 months' use    2 months' use

**BUSINESS/INDUSTRIAL/COMMERCIAL CONTRACT**

**Account No.** \_\_\_\_\_

Partnership/Corporation

Partners/Officers:

Name	Title	SSN	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proprietorship

Owners:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Telephone Number: ( ) \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Verified

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Telephone Number: ( ) \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Verified

**BUSINESS/INDUSTRIAL/COMMERCIAL CONTRACT**

**Account No.** \_\_\_\_\_

The City of New Bern will make all reasonable efforts to provide continuous and uninterrupted utility service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply utilities, or by an interruption, or by a connection, either initial or subsequent connection.

The rights and responsibilities of the City of New Bern and the customer regarding utility service include those set out in the City of New Bern's Policies and Procedures Manual (a copy of which is available upon request). Those policies in effect for the date of this application may be updated or changed from time to time by the City of New Bern. (However, the terms and provisions of the Manual, as they might change, are incorporated in the Application.)

This application and the documents referred to in this application, specifically including the City of New Bern's Policies and Procedures Manual, constitute the entire agreement between the Customer and the City of New Bern with respect to the provision of utility service by the City. Neither party shall be responsible to the other except as specifically set out in this application and in those agreements or documents referred to in this application.

Although the City of New Bern and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the City of New Bern or the customer from exercising those rights at a later time.

The applicant understands that the City of New Bern must take actions and expend funds to comply with this request for service. By signing this application, the applicant signifies that he/she has the authority to request utility service both permanent and temporary to the premises identified in this application. By signing this application, the applicant requests permanent utility service to be preceded by temporary service if needed, for the location identified. Additional construction aid cost may be required per our line extension plan. Customer's failure to pay will entitle the City of New Bern to recourse against any deposit and reimbursement of costs (including reasonable attorney fees) incurred by the City in collection of any unpaid amounts.

Upon acceptance of this application, a valid contract is formed by the City of New Bern and the applicant.

Utility service will be subject to any and all rates, rules, regulations, policies, procedures, terms and conditions applicable to the service, and as revised by the City of New Bern with the authority given it by the North Carolina General Statute Chapter 160 A, Article 16.

This contract is formed upon acceptance and signature by the City of New Bern's representative and the customer.

**COMPANY:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Company Representative)

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

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Company Representative)

Title: \_\_\_\_\_

**CITY OF NEW BERN**

By: \_\_\_\_\_  
(Signature of City of New Bern Representative)