

“EXHIBIT D”

**CONTRACT FOR SEWER SERVICE**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SCOTT CITY, MISSOURI, a municipal corporation, hereinafter referred to as Seller, and \_\_\_\_\_ of \_\_\_\_\_, Scott City, Missouri, herein referred to as Buyer(s),

(NAME)

(ADDRESS)

WITNESSETH;

WHEREAS, Seller possesses a sewage system which enables it to remove sewage from customers' premises and Buyer(s) wishes to avail itself of the Seller's sewage system.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Seller agrees that it will provide Buyer(s) with sewer services.
2. Buyer(s) agree to pay city's monthly bill for sewer services, which will be 175% of what a Scott City resident, using the same volume as a Buyer, would pay the city.
3. Buyer(s) agree that in the event the Buyer(s) property is contiguous with the city limits of Scott City, or at such time as Buyer(s)' property become contiguous with the city limits of Scott City, Missouri, Buyer(s) will, within sixty (60) days, file a request with the Scott City Council to have their property serviced by this agreement voluntarily annexed into city limits. In the event the Buyer(s) fails to file the voluntary request for annexation, the Seller, upon thirty (30) days' notice to Buyer(s) may terminate the services provided on this contract.

4. The terms of this contract shall be for the period of two (2) years. At the expiration of the initial two (2) year term or any renewal terms thereof, said contract shall automatically renew itself from year to year thereafter, unless either party gives the other party sixty (60) days' written notice of said party's intent to terminate. In the event the Buyer(s) procure an alternative sewage system, Buyer(s) may terminate this contract, at any time, upon giving Seller thirty (30) days written notice.
5. Each party hereby releases the other of all claims arising out of the supply of water by the Seller and payment for water supplied by the Buyer(s), which occurred prior to the date of this contract.
6. This contract shall be binding upon the parties hereto, their respective successors, personal representatives, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year first above written.

CITY OF SCOTT CITY, MISSOURI

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Attest:

\_\_\_\_\_  
City Clerk