

BUSINESS RESTART PAYMENT AGREEMENT FOR ELIGIBLE COMMERCIAL CUSTOMERS

This Business Restart Payment Agreement for Eligible Commercial Customers ("Restart Agreement") is made and entered into by and between _____ ("Customer"), whose mailing address is _____ and the City of Riverside, a California charter city and municipal corporation acting by and through its Department of Public Utilities ("Riverside"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

1. APPLICABILITY

1.1 This Restart Agreement is applicable only to customers who receive commercial service from the City of Riverside for water, electric, refuse and/or sewer.

1.2 Riverside established the Business Restart Program in response to the COVID-19 pandemic to assist commercial customers that have experienced reduced income due to closure of business or reduced hours/operation as a result of COVID-19.

1.3 Customer must have paid all bills for utility service received prior to January 31, 2020 in order to qualify for the Business Restart Program.

2. DESCRIPTION OF CUSTOMER'S ACCOUNT

2.1 Customer elects to enter into a payment plan for unpaid utility bills for the reasons set forth herein (please initial at least one category below and provide necessary description. Customer can qualify under one or both categories):

_____ Customer's business was deemed non-essential by order of the State of California
Describe business here: _____

_____ Customer incurred reduced business/operation due to COVID-19
Describe reduced business/operation here: _____

2.2 Customer Account Number(s) PLEASE INCLUDE ALL ACCOUNTS:

2.3 Service Address of business location(s):

3. CUSTOMER PAYMENT SCHEDULE

3.1 Payment Period __/__/__ through __/__/__ (not to exceed one year)

3.1.1 Total Amount Due: \$_____

3.1.2 Payment Schedule: twelve (12) equal monthly installments of
\$_____, with the first payment due __/__/__, and final payment due
____/____/____.

3.2 On their monthly bills, Customer will see the total amount still due under the payment agreement and the current monthly charges, as follows.

Previous Balance: \$_____. *This is the amount still owed under the payment plan and any unpaid monthly charges.*
Current Amount Due: \$_____. *This is the amount owed for current monthly charges, which is not part of this Restart Agreement.*
Total Balance Due: \$_____. *This is the combination of the total amount still owed under the repayment plan and the current monthly charges.*

3.3 Customer may prepay all or any portion of the outstanding amount due under the payment plan (noted on the monthly bill as “Previous Balance”) at any time prior to the 12-month ending date, without premium or penalty. Any such prepayment shall be applied to the total amount owed.

3.4 TO ENSURE THE PAYMENT PLAN REMAINS INTACT, CUSTOMER MUST TIMELY PAY CURRENT MONTHLY BILLS (NOTED ON THE MONTHLY BILL AS “CURRENT AMOUNT DUE”) BY THE DUE DATE EACH MONTH AND THE MONTHLY INSTALLMENT AMOUNT LISTED IN SECTION 3.1.2.

CUSTOMER INITIALS _____

3.5 Failure by Customer to pay current monthly bills for utility service on time, plus the monthly installment, will result in the cancellation of the Agreement, as further specified in Section 4 hereto. If the Agreement is terminated, all outstanding account balances will be due immediately and utility services will be subject to collections and utility services may be terminated due to default and nonpayment. (Under Section 4.2.2, Customer will have a thirty day cure period prior to termination of this Agreement.)

While this Agreement is in effect, no additional payment plans will be permitted. Customer must remain current on their monthly bills (noted on the monthly bill as “Current Amount Due”) while continuing to make payments under this Agreement.

4. TERM AND TERMINATION OF RESTART AGREEMENT

4.1 This Agreement shall become effective on the date this Restart Agreement is duly executed by both Parties, and shall continue in full force and effect until terminated as provided herein.

4.2 This Agreement shall terminate on the earliest to occur of:

4.2.1 The thirtieth day after Customer meets all payment obligations under this Restart Agreement; or

4.2.2 The thirtieth day after the date of City’s notice that Customer failed to make a payment in accord with the payment schedule; or

4.2.3 The date that Customer is no longer receiving utility service from the City.

4.3 Upon termination under Sections 4.2.2 or 4.2.3, the Customer shall be required to immediately pay the full remaining amount owed under the payment plan utility services may be terminated due to default and nonpayment.

5. CUSTOMER REQUIREMENTS

As of the Effective Date, Customer affirms the truth of all representations made by Customer in this Restart Agreement.

6. RELATIONSHIP OF PARTIES

This Restart Agreement shall not be construed between the parties to be a contract for the provision of utility services. Utility service shall continue to be provided to Customer pursuant to the Riverside's Electric and Water Rules and Rates, as amended from time to time.

7. INDEMNITY AND LIABILITY

Except as to Riverside's sole negligence or willful misconduct, Customer shall defend, indemnify and hold harmless Riverside, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with this Restart Agreement.

8. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Restart Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

9. MODIFICATIONS, WAIVER, INTERPRETATION

9.1 No amendment or modification to this Restart Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Restart Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

9.2 This Restart Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Restart Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Restart Agreement.

9.3 Except as expressly modified herein, Riverside's published Rates and Rules, as adopted or amended from time to time by Riverside, shall continue to be applicable to Riverside's provision of utility service to Customer.

10. NOTICES

Any notice required to be sent by Riverside to Customer under this Restart Agreement shall be in writing and mail at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address listed on page 1 of this Restart Agreement.

11. ASSIGNMENT PROHIBITED

Customer understands and agrees that this Restart Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Restart Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Restart Agreement shall be void ab initio.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused an original of this Restart Agreement to be executed by their duly authorized representatives on the dates set forth below. The Effective Date of this Restart Agreement is the latter of the two dates set forth below.

Customer

Sign: _____
Name: _____
Title: _____
Date: _____

City of Riverside

Sign: _____
Name: Al Zelinka
Title: City Manager
Date: _____

If corporation, two signatures required

Sign: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney