Utility Services
Turn-Off Commercial Service

City of Tallahassee
Your Own Utilities℠

850-891-4968 | Talgov.com/YOU

Step 1: Fill out all information completely. Retain a copy for your records. Please Print. Scan and email this form to: YourOwnUtilities@talgov.com or fax to 850-891-0901.

Name of Business

Requested Turn-Off Date

Address of Existing Utility Service

Mailing Address (if different from above)

Local Phone Number

Local Contact Person

Accounts Payable Phone Number

Accounts Payable Contact Person

Print Name ☐ Owner ☐ Partners ☐ Officers (choose one)

Email Address*

* By providing an email address, you authorize its use for billing, service notifications, Customer Self Service access, and electronic refund communications, including secure refund claim links when applicable. You are responsible for maintaining a valid and monitored email address.

Business Organization Type ☐ Sole Proprietorship ☐ All Others (Corporation, Partnership, LLC, etc.)

Business Industry (restaurant, bakery, etc.)

Driver's License Number (for sole proprietorships only)

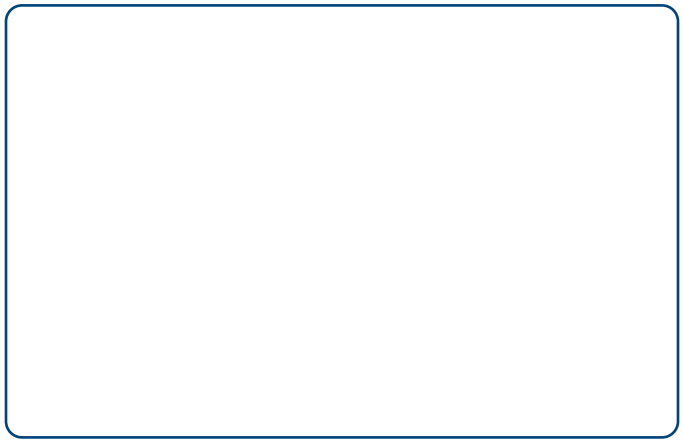
Federal ID Number (for all other forms of business organization)

Authorized Signature

Date

Sole Proprietors must submit a copy of his or her Driver's License in the space provided below or on a separate page attached to the application on page one:

Copy of Driver's License



Terms and Conditions

1. This Contract is entered into by the City of Tallahassee ("City") and the person or entity identified in Step 1 ("Applicant") and is effective on the date of execution or submission by the Applicant.
2. City agrees to furnish utilities services as available at the Address for New Utility Service ("Service Address"), and Applicant agrees to promptly pay for all such services and all other fees and assessments for which Applicant may be billed, including, without limitation, solid waste collection and disposal rates and charges, fire services assessments or fees, and stormwater management system user fees. Where fire services charges are a special assessment as to the property, the Applicant agrees to pay such assessments due to Applicant's use and enjoyment of the property.
3. Applicant agrees to comply with all applicable provisions of Chapter 21, and Chapter 8, Article III, City of Tallahassee Code.
4. Applicant understands and agrees that, in the event the charges and fees payable by Applicant in a billing period exceed the amount of Applicant's applicable security deposit, City may require, and Applicant shall pay, an increase in the amount of the security deposit. The need for and amount of such additional security deposit shall be subject to the reasonable discretion of the City.
5. If service to the Service Address is terminated by either Applicant or City and the Applicant's security deposit is inadequate to pay all amounts owed to the City, Applicant shall remain liable for payment of all such services, fees, and charges. Should the security deposit(s) exceed such amounts, the excess amount shall be refunded to Applicant in due course.
6. Applicant understands and agrees that a security deposit by Applicant for payment of services, charges, and fees at the Service Address may be applied by City for payment of bills for such services, charges, assessments, and fees incurred by Applicant with respect to another Service Address.
7. Applicant understands and agrees that a positive balance in one or more Applicant accounts can be applied by the City against any unpaid Applicant accounts.
8. Applicant understands and agrees that providing there is an unpaid balance due on Applicant's previous account(s) for utility service, said balance may be transferred to this Applicant account for immediate payment.
9. If this Contract is executed by an agent of Applicant, such agent agrees to be jointly and severally liable with Applicant for all amounts that may become due and payable under this Contract.
10. Should City incur any costs of collection of amounts that become due and payable under this Contract, including without limitation fees charged by a collection agency, reasonable attorneys' fees, court costs and other costs of litigation, Applicant hereby agrees to pay all such costs, as often as such costs may be incurred.
11. City collects and utilizes your Social Security Number ("SSN") for the following purposes: classification of accounts, customer identification and verification, customer billing and payment, and other lawful purposes necessary in conducting City business. (See Sec. 119.071(5), Fla. Stat.). The City may release your SSN to commercial entities as required by law. (See Sec. 119.071(5), Fla. Stat.).
12. DISPUTE RESOLUTION - IT IS IMPORTANT FOR YOU TO READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. THIS SECTION APPLIES TO ANY CLAIM INVOLVING APPLICANT'S UTILITY ACCOUNT(S) AT THE CITY, INCLUDING ACCOUNTS WHICH HAVE BEEN CLOSED. THIS SECTION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS BETWEEN APPLICANT AND THE CITY ARE RESOLVED.

    a. CLAIM -- A "Claim" subject to this Dispute Resolution Section means any and all claims, disputes, or controversies between Applicant and the City arising from or relating in any way to this Contract or the rendition or billing for utility and other City services, including without limitation, fire service charges. "Claim" includes past, present, and future claims, as well as initial claims, counterclaims, crossclaims, third-party claims, interpleaders, and any other type of claim. "Claim" also includes any dispute regarding the validity, enforceability, applicability, or scope of this Dispute Resolution Section or any other part of the Contract.

    b. ARBITRATION; SMALL CLAIMS COURT - APPLICANT AND THE CITY AGREE THAT ANY AND ALL CLAIMS WILL, AT THE ELECTION OF EITHER APPLICANT OR THE CITY, BE SETTLED BY INDIVIDUAL (NOT CLASS) BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS APPLICABLE ARBITRATION RULES ("RULES"), AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT AAA CANNOT OR WILL NOT ADMINISTER A CLAIM AND THE PARTIES ARE NOT ABLE TO AGREE UPON AN ALTERNATIVE ARBITRATOR, AN ALTERNATIVE ARBITRATOR SHALL BE APPOINTED PURSUANT TO 9 U.S.C. § 5. APPLICANT AND CITY UNDERSTAND AND AGREE THAT IN ARBITRATION THEY WILL NOT HAVE THE RIGHT TO HAVE A COURT OR JURY DECIDE ANY CLAIM. MORE INFORMATION REGARDING ARBITRATION AND THE RULES IS AVAILABLE AT WWW.ADR.ORG.

    NOTWITHSTANDING THE PRECEEDING PORTION OF THIS PROVISION, IF EITHER APPLICANT OR THE CITY HAS A CLAIM THAT IS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT, THEN EITHER APPLICANT OR THE CITY MAY FILE ITS CLAIM IN SMALL CLAIMS COURT AND THE OTHER PARTY MAY NOT COMPEL ARBITRATION AT THE TRIAL LEVEL; HOWEVER, ANY APPEAL FROM THE DECISION OF A SMALL CLAIMS COURT SHALL BE SUBJECT TO THE ARBITRATION AGREEMENT SET FORTH ABOVE.

    c. ARBITRATION PROCEDURES; APPLICABLE LAW - If Applicant or the City elects to arbitrate a Claim, the electing Party, in addition to complying with requirements of the Rules, must notify the other Party in writing. Notice to the City must be sent to City of Tallahassee, Attn: City Manager, 300 South Adams Street, Tallahassee, Florida 32301 ("Notice Address"). Notice to the Applicant must be sent to the most recent address for Applicant in City's records.

The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), according to the Rules which are in affect at the time the arbitration is filed. Any in-person arbitration hearing will be held in Tallahassee, Leon County, Florida. A single arbitrator will be appointed in accordance with the Rules. To the extent permitted by law, the arbitrator (and not any federal, state, or local court or agency) shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, validity, or scope of this Dispute Resolution Section, any other part of the Contract, or the Rules.

The Applicant and City agree that: (a) the provision, billing, and payment of and for the services hereunder involve and have a substantial affect upon interstate commerce; (b) the Federal Arbitration Act ("FAA") shall govern this Contract and the enforcement and proceedings pursuant to the Contract; and (c) to the extent state law applies under the FAA, Florida law shall apply.

d. CLASS ACTION WAIVER – **If Applicant or the City elects to arbitrate a Claim, the arbitration will be conducted as an individual action only.** This means that even if a demand for class arbitration, class action lawsuit, or other representative action (including a private attorney general action) is filed, then any Claim related to the issues of such lawsuit(s) will be subject to individual arbitration. **Neither Applicant nor the City will have the right (a) to participate in a class action, private attorney general action, or other representative action for a Claim in arbitration, either as a class representative or class member, or (b) to join or consolidate Claims with Claims of any other representative or class member (either as a class representative or a class member, or (c) to join or consolidate Claims with Claims of any other persons.** No arbitrator shall have authority to conduct any arbitration in violation of this provision. Applicant and the City acknowledge that the Class Action Waiver is material and essential to the arbitration or settlement of any disputes between the Parties.

e. SURVIVAL AND SEVERABILITY – This Dispute Resolution Section shall survive the closing of Applicant's utility account. If one or more provisions(s), or portions of a provision(s), of this Dispute Resolution Section is/are deemed invalid, unlawful, unconstitutional, or unenforceable for any reason, the holding shall not invalidate the remaining portions of this Section or the Contract, and all remaining portions shall be in full force and effect as if this Dispute Resolution Section did not originally include the portions held invalid, unlawful, unconstitutional, or unenforceable; provided, however, if the class action waiver is limited, voided, or found unenforceable, then without impairing the right to appeal such decision, Sections 12(a), (b), (c), (d), and (e) (other than this sentence and the next two sentences), shall be null and void in such proceeding. The Parties acknowledge and agree that under no circumstances will a class action be arbitrated. Section 13 shall remain valid under all circumstances and shall survive the closing of Applicant's utility account.

13. DISPUTE RESOLUTION OPTION -- APPLICANT MAY ELECT NOT TO HAVE CLAIMS BETWEEN APPLICANT AND THE CITY RESOLVED USING THE DISPUTE RESOLUTION PROCESS SET FORTH IN SECTION 12. SUCH ELECTION MUST BE MADE BY MAILING WRITTEN NOTICE OF SUCH ELECTION TO THE CITY AT THE FOLLOWING ADDRESS: CUSTOMER OPERATIONS, ATTN: UTILITY BILLING, 408 N. ADAMS STREET, TALLAHASSEE, FL 32301. SUCH NOTICE MUST BE SIGNED BY THE APPLICANT AND MUST BE RECEIVED BY THE CITY WITHIN FORTY-FIVE (45) DAYS AFTER THE DATE APPLICANT'S ACCOUNT IS OPENED AND SHALL CONTAIN THE FOLLOWING INFORMATION: CUSTOMER'S NAME, AND NAME ON THE UTILITY ACCOUNT (IF DIFFERENT THAN APPLICANT), THE SERVICE ADDRESS, AND THE ACCOUNT NUMBER. IF YOU OPT OUT OF THE DISPUTE RESOLUTION TERMS: (a) YOU WILL NOT FACE ANY PENALTY, THOUGH YOU WILL NOT GET THE BENEFITS OF THOSE TERMS; AND (b) THE REMAINING TERMS OF THIS CONTRACT WILL APPLY. IF YOU DO NOT OPT OUT IN THE MANNER SET FORTH ABOVE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE DISPUTE RESOLUTION PROCESS AND TERMS SET OUT IN SECTION 12, ABOVE.

14. JURY TRIAL WAIVER – TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITED TO ARBITRATION, APPLICANT AND THE CITY KNOWLNGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING FROM, OR RELATING IN ANY WAY TO, THE APPLICANT'S UTIITY ACCOUNT(S).

15. ENTIRE AGREEMENT -- This Contract, together with all amendments and addenda hereto if any, sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. All amendments hereto shall be in writing and signed by persons duly authorized to bind the Parties.