

AUTHORITY OF THE BOROUGH OF CHARLEROI- COVID-19 PAYMENT PLAN CONTRACT

This Payment Plan Contract ("Contract"), by and between the Authority of the Borough of Charleroi, and

(Customer(s) Name and Billing Address)

Intending to be legally bound hereby, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. This payment plan shall be effective pursuant to the schedule of minimum payments listed below. Nothing shall prohibit Customer from paying more than the minimum payment per month. In no event shall the payment plan be effective for more than ten (10) months from the first invoice date after the effective date of this Contract.
2. Should Customer fail to abide by the minimum payments set forth in the payment schedule below, this Contract shall be immediately terminated, and the remaining outstanding balance shall become immediately payable and due. **The minimum payment due is in addition to your regular monthly invoice and will appear on your regular monthly invoice.**
3. Should Customer fail to (a) make the required minimum payments, (b) pay any outstanding balance due to a breach of Paragraph 2, or (c) pay any remaining outstanding balance at the conclusion of the term of this Contract, Customer shall be subject to the Authority's termination of service procedures.
4. By executing this Contract, the Authority is releasing Customer in regard to all causes of action or demands the Authority may have in regard to the delinquent, outstanding balance indicated below; provided, that (a) nothing herein shall be construed as relieving Customer from the obligation to pay the delinquent balance; and (b) should Customer breach this Contract, the Authority reserves all rights to impose any and all penalties related to a delinquent account, including but not limited to, acceleration of all outstanding balance(s) due, imposition of late fees and/or interest, termination of services, placing of liens and/or municipal claims on the property listed below, and collections actions.
5. Both parties represent that they are fully authorized to enter into this Contract. Should any provision of this Contract be deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.
6. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
7. This Contract shall be construed under and governed by the laws of the Commonwealth of Pennsylvania. Any disputes arising out of this Contract shall be within the exclusive jurisdiction and venue of the Court of Common Pleas of Washington County, Pennsylvania.
8. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

PAYMENT SCHEDULE

Account Number: _____

Service/Property Address: _____

THIS SECTION FOR OFFICE USE ONLY

Current Balance Due: _____

Minimum Monthly Payment: _____ for _____ Months (no greater than 10 Months)

Reminder: The Minimum Monthly Payment will be in addition to your regular monthly invoice and will appear on your regular invoice.

This contract is made effective this _____ day of _____, 20_____.

Authority of the Borough of Charleroi

Customer(s):

By: _____

By: _____

Name: _____

Name: _____

By: _____

Name: _____