City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2366
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WATER SERVICE AGREEMENT

AGREEMENT made this _____day of _____year_____ between the City of Garden Ridge Water Company, a municipal water department organized and operated under the laws of the State of Texas and hereinafter called The Department, and the following named person, hereinafter referred to as the Customer:

(NAME)_____

The Department agrees to sell and deliver water service to the Customer and the Customer agrees to purchase and receive water service from the Department in accordance with rules and regulations as specified in City ordinances governing water operations, as amended from time to time by the City of Garden Ridge.

The Customer shall pay the Department for services herein under at the rates and upon the terms and conditions set forth in the rate schedule adopted and from time to time by the Department.

In the event the Customer shall breach this agreement by (1) refusing or failing without just cause to connect to the Departments facility and use same as soon as the facility is available or (2) refusing or failing, without just cause, to pay the minimum monthly water rate as established by the Department, upon the occurrence of either of said events the Customer agrees to pay the Department liquidated damages.

All water shall be metered by meters to be furnished, installed and owned by the Department. The meter is for the sole use of the Customer and is to serve water to only one dwelling or only one business and does not permit the extension of pipe or pipes to transfer water from one property to any other, nor share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the customers, or in the event there's a shortage of water, the Department may probate the water available among the various customers on such basis as is deemed equitable by the Department and may also prescribe a schedule of hours covering the use of water for garden purposes by particular customers and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be insufficient to meet all of the needs of all customers, the Department must first satisfy all of the needs of all customers for domestic and livestock purposes before supplying any water for garden purposes.

The Customer shall install, at his own expense, a service line from the water meter or connection to the point of use in accordance with rules of the Department.

The Customer shall provide a Customer Service Inspection Certification to the Department upon construction completion, or service shall be terminated.

The Customer shall hold the Department harmless from any and all claims or demands for damages to real or personal property occurring from the point the Customer ties on to the water meter to the final destination of the line installed by the Customer. The Customer agrees to grant to the Department an easement of right-of-way for the purpose of installing, maintaining, and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the Department on forms required by the Department.

The Department shall have the right to locate a water meter and the pipe necessary to connect the meter on the property of the Customer at a point to be chosen by the Department and shall have access to its property and equipment located upon the Customers premises at all reasonable times for any purpose connected with or in the furtherance of its business operations and upon discontinuance of service shall have the right to remove any of its property from Customer's premises.

Billing Name:_____

Service Address:_____

New Construction: Subdivision _____ Block #_____Lot #_____

Mailing Address:_____

Phone #_____Work #_____Cell #_____

Customer Signature:_____Date:_____

New Customer Fee: $40.00 Security Deposit: $150.00 BOTH WILL BE ON FIRST BILL

Acct#:_____ First Billing Date:_____Previous Cust:_____