CITY OF CARL’S CORNER, TEXAS

500 Cornelius Rd.

Carl’s Corner, Texas 76645

 Email: cityofcarlscorner@gmail.com

 **APPLICATION & AGREEMENT FOR UTILITY SERVICE**

 The undersigned, herein called Subscriber , hereby request City of Carl’s, herein called City, to supply utilities for domestic purposes to the premise located, as follows, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in Carl’s Corner, Texas, owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and agrees that, on or before 25th day from and after the date of billing each month, to pay to the City, at its office , for all utilities supplied and used as measured by meter set on said premises, at the rate as provided in the City of Cars Corner Code of Ordinances. If payment has not been received by the 25th day after the date of billing, a late fee of $10.00\* will be assessed. If 5:00 P.M. on the following 5th of the month after the date of billing, the customer fails to his bill, the water superintendent shall be authorized to cause all services to be discontinued. Failure of the City to send or customer to receive notice of service interruption in no way affords any relief to customer regarding interruption of serv ice. Any Customer whose utility services have been discontinued for nonpayment of the charges therefore, may have such services resumed by paying all Charges due to the City by such customer, and in addition thereto, a reconnection fee of $100.00\* shall be charged. \*Fee amounts subject to change if voted by city council.

 The City shall charge utility rates as provided in the City of Carl’s Corner Code of Ordinances and Subscriber agrees to pay for all utilities supplied to him at such rates until written notice is given to the City to disconnect service.

 Subscriber further agrees to the following:

1. The City shall supply water only through meter owned and furnished by it, and the delivery of water shall be complete when it leaves the outlet of the meter. The City shall keep and accurate record of water registered by each meter, and such, at all times and places, including Court, be accepted as prima facie evidence of the correct amount of water registered and used at such premises.
2. Subscriber shall protect and insure the City against any loss of damage of or to its pipe, connections, meters, meter boxes, and property while on Subscriber’s property from theft, carelessness, injury, accident, or from any other cause, and in the event of such loss or damage, the Subscriber shall pay the City the cost of repairing or replacing same, as a continuing security for the performance of this agreement. Subscriber shall not, nor shall he permit anyone else, except the employ of the City, to tamper with, attempt to repair, alter, change, move destroy ,heat or bother or interfere with in any manner, the water meter, box, pipe, connections ,nor permit said meter box while on said premises to be cover with trash , dirt, gravel, sand, debris, grass, weeds, or other foreign substance but shall keep the top of the said box open to sight where it can at all times be easily reached by the City or its employees; and Subscriber assumes all responsibility for any damage or harm to the City’s property whether resulting from injury known or unknown to Subscriber; and if it’s necessary for the City to uncover said box, Subscriber shall pay the reasonable cost of such service. If Subscriber fails or refuses to observe the above requirements, then the City may at its opinion, without notice or liability to the Subscriber, cut off services, and remove its property from Subscriber’s premises. Obstruction due to animals…
3. The duly authorized agents and employees of the City shall at all times have free access to the Subscriber’s premises for the purpose of installing a meter and other apparatus which the City may desire to install in connection with furnishing of water hereunder, and for the purpose of inspecting its meters, box and property, reading its meter, repairing or removing its meter, repairing or removing its property of stopping its supply of water for non-payment of water bill, or to see of any of the covenants of this agreement are being violated, and if this right of inspection, repair or removal or removal is denied by Subscriber or any other person, and suit is brought by the City to recover its property, or its value, the Subscriber shall pay all cost of suit, including a reasonable attorney’s fee to the City.
4. The Subscriber shall be liable for all water used and consumed on said premises until written notice is given the City to discontinue the service, and sufficient tie is allowed to make final inspection and to obtain a reading of said meter. All notices must be given ion writing to the City at its office, and unless so given shall not be legally binding upon the City.
5. If a water leak is discovered, then immediate notice thereof shall be given at the office of the City; and the water shall be cut off at the stopcock. Under no circumstances shall Subscriber attempt to repair or remove the property of the City.
6. This service is subscribed for one house only, and if subscriber shall connect more than one house to said service line, without consent and approval of the City then the said water services shall be discontinued and all payments provided herein shall cease and all objections created herein shall be cancelled and settled in full. A trailer house or mobile home shall be considered as a house, Subscriber shall not sell water to others, or otherwise dispose of ay of the service supplies hereunder. Neither shall Subscriber permit others to haul or transport water from service line without prior consent and approval of the City.
7. Subscriber shall not allow his water lines to be connected with any surface well, tank, or other water supply line while connected to the City’s service line.
8. If Subscriber shall fail to pay his bill for service rendered within in ten days of demand and the water service is discontinued, a service charge shall be paid before meter shall be turned on again, and additional charges may be added if reconnected after normal working hours. If Subscriber violates ay of the covenants herein ant the water meter is removed, then customer shall pay actual cost of reinstallation of meter before meter will be turned on again.
9. The title to said water main extension ad service line, including pipes, fitting, and apparatuses connected thereto, and the right to use, operate, repair and maintain the same shall at all times be and remain exclusively and unconditionally in the City.
10. It is agreed that Subscriber‘s service line shall be buried 18inches in the ground ad for a distance of 10 feet from meter box, and that the Subscriber shall install a cut off on his service line, such cutoff to be placed not nearer two (2) feet to the City’s meter box, and the same shall be used all times by said Subscriber when he desires to turn water off for his own convenience. Under no circumstances shall the Subscriber use the cut off provided by the City’s meter box.
11. The City shall make reasonable provisions to insure satisfactory and continuous service, but it does not guarantee continuous service and shall not be liable for loss or damage incurred by reason of interruption in services, nor for loss or damage caused by unavoidable accident, for from any other causes, whether avoidable by the City or not; and the City shall not in any event, by liable for any loss or damage caused by leakage , escape of loss of water after the same has passed into Subscribers’ service line, or due to the water upon the Subscriber’s premises.
12. City may cut off service to subscriber for any of the following reasons:
13. Failure to pay a delinquent account for services or failure to comply with the terms of a deferred payment agreement.
14. Violation of City’s rules pertaining to the use of services in a manner which interferes with the service of others or the operations of nonstandard equipment. If a reasonable attempt has been made to notify Subscriber ad Subscriber is provided with reasonable opportunity to remedy the situation.
15. Failure to comply with the deposit according to City of Carl’s Corner Code of Ordinances.
16. Without notice where a known dangerous condition exists for as long as the condition exists; and
17. Tampering with City’s meter or equipment or by passing the same. Tampering Fine $500.00.
18. Failure to comply with water rationing of conservation instructions from the City.
19. Subscriber agrees to comply with all applicable rules and regulations concerning water services established by all regulatory agencies.
20. This agreement supersedes all prior agreement, representations, promises or inducements, written or verbal, made with respect to the manner herein contained, and no employee or agent of the City has any power or authority to waive, alter of modify, or change any of said covenants.
21. By my signature. I request that the information contained herein be considered confidential.

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_Meter Installation Fee

$ \_\_\_\_\_\_\_\_\_\_\_\_\_Deposit Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_Transfer Fee Effective\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_Other Meter \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**TOTAL** Reading\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Name Meter Address 911

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address Place of Employment

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Work Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Driver’s License Number State

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature