

FOR WATER DEPARTMENT PERSONNEL ONLY

Work Order# _____

Size _____

Type _____

Account # _____

Customer # _____

Serial # _____

THE CITY OF PASS CHRISTIAN, MS CONSUMER'S CONTRACT

CONSUMER

This agreement made and entered into in the City of Pass Christian, Mississippi, on _____ (date) by the undersigned owner or authorized agent, hereinafter referred to as the "Consumer", and by and between the City of Pass Christian, Mississippi, hereinafter referred to as the "City".

WITNESSETH:

1. The City agrees to furnish metered water through its pipe lines, connecting the consumer's pipes at _____ (street address) to the water furnished by the water system of said City. This contract is mutually exclusive and shall not apply to services at any other site, location, or address unless a new contract and agreement is executed for such site, location, or address.
2. The Consumer hereby agrees and covenants with the City that the connections to its water and/or sewer systems, and the use of water and sewer services shall be subject to the rules, rates, charges, and regulations of the City of Pass Christian in force and effect on the date of this contract and as may hereinafter be adopted by resolution or ordinance of the City and to pay for such services on or before the tenth day of the month or the following business day if such date falls on a holiday or weekend. Payment shall be made at the office of the Water and Sewer Billing Department. All rules, regulations and rates now or hereafter adopted are considered as a part of this agreement and contract.
3. The Consumer further agrees and covenants with the City that no one shall make any changes, conditions, additions, or alterations or do any other work to the City's water or sewer systems or equipment without first applying to the City and receiving authorization in writing from the City by written order for such changes, additions, or alterations and properly signed and dated by the Owner of the premises covered by this contract or by the duly authorized agent of such Owner.
4. The Consumer further covenants and agrees that employees of the Water and Sewer Department of the City may enter upon the premises of the Consumer during regular business hours, for the purpose of inspecting the water and/or sewer lines and appurtenances to insure the safe, reasonable, and proper operation thereof, and to make such adjustment, repairs, or replacements of City-owned lines, meters, valves and/or other appurtenance, in the judgment of the City that may be reasonable and proper. The Consumer further agrees and covenants that he/she will exercise reasonable care to insure that the City-owned lines, meters, valves, and/or other appurtenances that must be replaced or repaired will be at the expense of the Consumer if such damages are due to willful negligence or malicious acts of the Consumer.
5. The Contract shall be effective from the date of execution until the first October next following the date of execution and shall be automatically renewed yearly unless written notice to the contrary is given by either the City or Consumer.
6. Bills for water service through meters and sewer service will be issued monthly and while the City will make every reasonable effort to see that each patron of the City receives his bill, no responsibility for late fees will be assumed in the event bills are not received, with exception of billing issues within the Department.
 - (1) All charges for water service through meters and sewer service are due and payable on the tenth day of the month or the following business day if such date falls on a holiday or weekend after such bill is rendered.
 - (2) All bills that have not been paid on or before the tenth day of the month or the following business day if such date falls on a holiday or weekend will result in a charge of ten percent (10%) of the current bill due as a late charge.
 - (3) If a Consumer fails to pay for two consecutive billing cycles then the account will be subject to being disconnected and a disconnect fee may be charged.
 - (4) Water services will be metered as soon as possible, and where meters fail to register properly, bills shall be estimated by averaging the three most recent periods, if available, prior to failure of the meter. No claim or demand that the owner or consumer may have against the City shall be considered as an offset against the payment of service furnished under these regulations.

- (5) The City agrees to use reasonable diligence in providing regular and uninterrupted supply of water and sewerage service, but in case the supply of water or sewerage service shall be interrupted or fail by accident or any cause whatsoever, the City shall not be liable for such interruption or failure,
- (6) No additional service will be installed until a contract, clearly stating rates, charges, etc. has been executed.
- (7) Any service for less than a full period will be prorated and carry the proper minimum charge or billing for that billing cycle.
- (8) To be binding, the contract shall be properly executed by the owner or consumer and the Authorized Agent on behalf of the City.
- (9) The Rules and Regulations are referred to in, and made a part of, each Contract for water and sewer service, and are subject to amendment or change by the City.
- (10) Water tapping fees shall be paid before said work is done.
- (11) Sewer tapping fees shall be paid before said work is done.
- (12) Meter deposits and application fees shall be paid on or before execution of this Contract.
- (13) Any Resident/Contractor who tampers with a meter or City equipment once installed by the City may be subject to criminal prosecution for tampering with City utilities.
- (14) Any Consumer not connected to the City's sanitary sewer system further covenants and agrees to dispose of and treat its sewage in a manner considered proper by any applicable local or state regulation, ordinance or statute.

OWNER OF PREMISES OR AUTHORIZED AGENT:

Approved:

The City of Pass Christian, Mississippi

By: _____
AUTHORIZED AGENT

OFFICE USE ONLY

NOTES: