

Date Received: _____

CITY OF INGRAM, TEXAS

CUSTOMER SERVICE AGREEMENT FORM

Sanitary Sewer Records and Collections Department

230 Hwy 39

Ingram, Texas 78025

Tel: 830/367-5115; Fax: 830/367-3175

CONTRACT FOR WASTEWATER SERVICES

CUSTOMER INFORMATION:

TYPE OF ACCOUNT: Residential Commercial

WATER SOURCE: AQUA-TEXAS PRIVATE OTHER _____

TURN ON DATE: _____ TURN OFF DATE: _____ OTHER DATE: _____

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

SERVICE ADDRESS: _____
Lot# Block # Subdivision Owner/Landlord

BILLING ADDRESS: _____

OTHER ADULT LIVING IN HOME (Residential Customers)

NAME: _____ DRIVER'S LICENSE #: _____
(Owner's name if residential, name of business if commercial account)

PHONE: (wk) _____ (hm) _____ (cell) _____

- DEPOSIT REFUNDED DATE REFUNDED _____
 DEPOSIT CREDITED TO ACCOUNT DATE CREDITED _____

For Office Use Only:			
Date Initialed _____	Inspection Fee _____	<u>\$1200.00</u> Tap Fee	<u>\$3800.00</u> Capital Recovery Fee
Account Number _____	New Acct. Fee <u>\$25.00</u>	Deposit Received <u>\$75.00 or Credit Reference Letter</u>	Employee Receiving Deposit _____
Comments: _____			

Exhibit A
CUSTOMER AGREEMENT

Customer agrees to pay all established rates, charges and fees and to comply with all rules and regulations of City now existing or revised. City will maintain a copy of this contract as long as Customer and/or the property is connected to the Wastewater System.

Customer grants to City any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers. Customer, in accordance with state law (including but not limited to, Tx. Civ. Prac. & Rem. Code Ch. 101), agrees to waive, release and hold City harmless from any claims and damages resulting from malfunction or failure of any equipment or interruption or cessation of service including, without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

DEPOSITS – A non-interest bearing Security Deposit is required for each new service account. City reserves the right to increase the amount of the deposit for any existing account. If service is terminated for non-payment, where previously a Security Deposit was not required, a Security Deposit and payment of all other applicable fees will be required prior to the restoration of service. If the account is closed, the deposit, if any, will be applied upon termination of the account to the final bill and any remaining amount refunded.

BILLING AND PAYMENT - Bills are mailed out on or around the first day of each month. A late penalty is added if payment is not received by the due date. City may, by agreement with your water service provider, cause your water service to be terminated if you fail to provide payment for sewer service within 10 days after the due date for such payment. A notice of termination will be sent to the address on the bill prior to termination. Customer's obligation to make timely payments for service is not released or diminished because a bill or termination notice was not received.

PAYMENTS – All payments must be made to the address and by the due date specified on the bill.

CUSTOMER CONFIDENTIALITY – The 1993 Texas Legislature provided for any customer who wished to exercise the privilege of keeping confidential their address, telephone number, or social security number, to file a request for the same with the providing utility company. This request for confidentiality does not prohibit City from disclosing personal information in a customer's account record to an official or employee of the state, an employee of City acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to City, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services. If you wish to exercise this right, please initial in the following space:

RESTRICTIONS – City is responsible for protecting its Wastewater System and the City of Kerrville's Wastewater System (herein jointly referred to as Publicly Owned Treatment Works or POTW) from discharges which may cause pass-through or interference. The following restrictions and requirements have been established to provide this protection.

1. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass-through or interference, as defined by the City of Kerrville Code of Ordinances. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.
2. No user shall introduce or cause to be introduced into the POTW any pollutants, substances or wastewater as specified in the City of Kerrville Code of Ordinances as amended.
3. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the POTW.
4. Persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the POTW prior to admission of said waste into the POTW.
5. Pretreatment facilities or interceptors shall be required as specified in the City of Kerrville Code of Ordinances as amended.
6. Customer shall allow their property to be inspected for potential sources of prohibited discharges. These inspections shall be conducted by City, its designated agent, or the City of Kerrville prior to initiating new wastewater service; when there is reason to believe that prohibited discharges are occurring or have occurred; or after any changes to the private wastewater facilities. The inspections shall be conducted during City's normal business hours.
7. City or the City of Kerrville shall notify Customer in writing of violation(s) which have been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all requirements of Chapter 110, Art. IV ("Waste Discharges") §110-133 of the City of Kerrville Code of Ordinances, as may be amended.
8. Customer shall, at their expense, properly install, test and operate any pretreatment system required by City or the City of Kerrville. Copies of all testing and maintenance records shall be provided to City and the City of Kerrville.

ENFORCEMENT – If Customer fails to comply with the terms of this Agreement, City shall suspend service, including disconnection of water services, until all violations of this Agreement have been eliminated and/or corrected, and may exercise any and all other remedies available under the laws of the State of Texas. Any expenses associated with the enforcement of the Agreement shall be billed to Customer.

CITY OF KERRVILLE – Customer acknowledges and agrees that City may contract with the City of Kerrville to operate and maintain City's wastewater collection system on behalf of City. In such an event, the City of Kerrville will serve as an independent contractor only. Customer further acknowledges and agrees that City may assign this Agreement at any time to the City of Kerrville without notice to, or consent by, Customer.

STATE OF TEXAS §
COUNTY OF KERR §

I certify that I am the **OWNER** [] **BUILDER** [] **LESSEE** [] **AGENT OF OWNER** [] (“Customer”) authorized to enter into this Agreement regarding the above property, and I hereby contract with the City of Ingram, Texas (“City”) to provide wastewater service to the above property.

CUSTOMER NAME (Print): _____

CUSTOMER SIGNATURE: _____

DATE: _____

APPROVED AND ACCEPTED BY THE CITY OF INGRAM:

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to not the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino Not of Hispanic or Latino
Race: White Black or African American Asian Native Hawaiian or Other Pacific Islander American Indian/Alaska Native
Gender: Male Female