

**CITY OF BAYTOWN, TEXAS -- UTILITY BILLING DIVISION  
CONTRACT FOR WATER AND SEWER SERVICE**

\$ \_\_\_\_\_

Baytown, Texas, \_\_\_\_\_, 20\_\_

On this date, the City of Baytown, a municipal corporation located in Harris and Chambers Counties, Texas ("City"), by and through its employee whose name is hereinbelow subscribed, received of \_\_\_\_\_, whose Texas Driver's License Number is \_\_\_\_\_, on behalf of \_\_\_\_\_ {if corporation or business} ("Consumer") the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_.00), being the advance payment for water and sewer service to be furnished by City at \_\_\_\_\_, Baytown, Texas, in accordance with the following terms and conditions:

City shall endeavor to deliver to Customer a monthly statement of the amount due City for water and sewer service, but failure of Consumer to receive such statement from City or failure of City to properly mail the same will not relieve Consumer of his obligation to pay the amount in full by the due date. If Consumer disputes the amount due and owing, Consumer must contact City's Utility Manager within five days of receipt of the bill or prior to the date the payment is due, whichever occurs first, to request an appointment to discuss the bill. Consumer understands and agrees that failure to timely dispute a bill results in a waiver of Consumer's ability to later contest the same.

In consideration for the supply of water and sewer service, Consumer agrees to timely pay each bill in the amount and at the rates established via ordinance by City, which amounts and rates may be hereinafter amended from time to time. Consumer's meter shall be read each month at times and dates selected by City. The full amount of the bill shall be due and payable on or before the date specified on the bill. City may vary the length of time between readings if such variance is necessary to keep Consumer's account current. Should Consumer fail to pay any bill in full or in or before the due date, water and sewer services may be discontinued, at the option of City, with a reconnection fee in an amount as specified in the ordinances of City.

City's authorized employees shall have access to property or premise for which service is provided at all reasonable times for the purpose of inspecting, repairing, removing or exchanging all appliances belonging to City and used in connection with the Waterworks and Sewer Systems and Consumer hereby agrees to grant such access and to not interfere with City employees in the discharge of their duties.

City does not guarantee a constant supply of water and will not be liable for damages to consumer for failure to supply water to Consumer's premises. Additionally, the City shall not be liable for failure of the sewer service.

**To this end, Consumer hereby waives, releases, acquits and forever discharges, indemnifies, holds harmless and defends City and its officers, agents, and employees of and from any and all damages, claims, causes of action, suits, liabilities of every kind, including all expenses of litigation, court costs, and attorneys' fees, and demands of whatever nature, whether contractual, constitutional, statutory or in tort or otherwise, arising out of or in any way connected with, directly or indirectly, City's provision of water and/or sewer service or its failure to provide such service, only to the extent caused by the negligence of the Customer. It is the expressed intention of Consumer and City that the release and indemnity provided for in this paragraph releases and indemnifies, protects, and defends City along with its officers, agents, and employees from the consequences of the negligence of the Customer, its officers, agents and employees whether that negligence is the sole or a concurring cause of any damages, claims, causes of action, suits, liabilities, and demands of whatever nature, known or unknown, whether contractual, statutory or in tort or otherwise. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons that is caused by or results from the negligence of the City, its officers, agents or employees or of any third party. In the event that any action or proceeding is brought against City for which Customer has an obligation to indemnify hereunder, Customer further agrees and covenants to defend the action or proceeding by legal counsel acceptable to City.**

The advance payment herewith made shall be held by City as security for the payment of future water and sewer service for the period of this contract, which shall terminate upon written request of Consumer or upon disconnection of such services by City. Upon termination of this contract, the deposit will be returned to Consumer without interest provided Consumer has paid all charges for water and sewer service, as provided in the ordinances of City, and has paid for any damages done by Consumer or Consumer's agent to any property belonging to City. Should Consumer be in arrears with bills for water or sewer services, or both, the deposit shall first be applied to the payment of such delinquent bill and the balance of the deposit, if any, shall be refunded to Consumer upon termination of this contract.

City may require an additional deposit when in the opinion of the Utility Manager an additional deposit is necessary in order to ensure payment to City of Consumer's water and sewer bill. Consumer hereby agrees to pay the additional deposit within 30 days of receipt of notice. If said additional deposit is not timely received, City may cut off the water service from the premises without notice to Consumer.

Consumer agrees to abide by the provisions of the ordinances of City regulating and governing water and sewer services as now in effect and as hereafter be amended or adopted, which ordinances shall control over this Agreement in case of a conflict. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter herein. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, and to this end all provisions of this Agreement are declared to be severable. Failure of City to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris County, Texas. This Agreement shall become effective and enforceable immediately upon its execution by the parties hereto.

\_\_\_\_\_ Consumer

CITY OF BAYTOWN

\_\_\_\_\_ Address of Consumer

By: \_\_\_\_\_

Not Transferable