

OPERATIONS MANUAL

MIAGAO WATER DISTRICT
Legaspi St., Miagao, Iloilo

CONTRACT FOR WATER SERVICE CONNECTION

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT, made and executed by and between MIAGAO WATER DISTRICT, as principal and with post office address at Legaspi St., Miagao, Iloilo, represented by the GENERAL MANAGER, hereinafter referred to as the FIRST PARTY;

-and-

Mr./Mrs./ Ms. _____, Filipino, of legal age, single/married and residing at _____, hereafter referred to as the SECOND PARTY;

-W I T N E S S E T H-

WHEREAS, the SECOND PARTY desires to provide his/her premises with water services and the FIRST PARTY has the willingness to facilitate the same by extending him/her such attendant services by installing the water meter in its accessories;

NOW THEREFORE, for and in consideration of providing water service the premises of the SECOND PARTY both the Second Party and the First Party shall have to comply the following terms and conditions:

1. That the SECOND PARTY grant and advance in full the cost of materials, labor and attendant services for the installation of new service connection in the amount of THREE THOUSAND PESOS (P 3,000.00).
2. That the FIRST PARTY shall have the exclusive right to determine the size of service connection for water meter and also has the authority to select the meter location/relocation, which should be outside the SECOND PARTY's perimeter fence, approximately four (4) meters away from the water main for easy access when conducting meter reading and routinary meter maintenance.
3. That the SECOND PARTY shall allow any representative of the FIRST PARTY to enter the former's premises without being liable of trespassing to dwelling for purpose of inspection of water pipes and fixtures to determine the existence of leakages and defects and all other related undertaking pursuant to the performance of the FIRST PARTY representative's duty in connection with the water service connection.
4. That the SECOND PARTY shall pay the water bills on or before its due date, otherwise, the FIRST PARTY by virtue of this CONTRACT is hereby given the right to disconnect the water service connection even without prior notice. The SECOND PARTY also agrees to pay a penalty of ten percent (10%) for late payment which will be added to the amount billed for the billing period.
5. That the SECOND PARTY shall be held liable if the water meter will be found tampered, seal destroyed, obstructed and enclosed such that it cannot be readily read or inspected, intentionally damaged or rendered unfunctional due to the act of the SECOND PARTY, the water meter shall be charge to the SECOND PARTY, except of loss due to theft supported by Police Blotter Report.

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- 6. That In event of stoppage, or failure of the water meter to register, the full amount of water consumption shall be based upon the SECOND PARTY's latest three (3) months average consumption;
- 7. That the jurisdiction and responsibility of the FIRST PARTY shall be from the distribution line and up to the water meter only. The SECOND PARTY shall provide for the materials and fittings after the water meter as the SECOND PARTY shall likewise be responsible for the maintenance and repair of service line after the water meter;
- 8. That in case of commercial and/or residential building leased and/or occupied by other persons, both the owner of the building and the occupant thereof shall be signatories of this CONTRACT and therefore considered as SECOND PARTY and shall be jointly and severally liable for the bill and damages in case of breach thereof;
- 9. That the FIRST PARTY shall not be responsible for the interruption of the services due to causes beyond its control;
- 10. That selling of water under this CONTRACT is strictly prohibited and the SECOND PARTY is not allowed to extend or transfer water services to another party or property without prior approval by the FIRST PARTY;
- 11. That in the event there is a need of concrete and/or asphalt cutting in order to install service line connections, the work shall be done by the SECOND PARTY including the restorations of the damaged structures and permit to cut if necessary;
- 12. That this document shall be notarized and the notarial fee shall be paid by the SECOND PARTY;
- 13. That in the event the SECOND PARTY will request for refund of her/his water service application fee the FIRST PARTY shall charge the amount of One Thousand Pesos (Php 1,000.00) to cover expenses on office supplies, and services rendered;
- 14. That the SECOND PARTY shall strictly observe and abide by the rules, regulations and approved policies imposed and will be implemented by the FIRST PARTY;
- 15. Non-compliance or violation of any terms and conditions of this CONTRACT by the SECOND PARTY shall entitle the FIRST PARTY to terminate this contract and/or Disconnect the water service connection without prior notice.

In WITNESS WHEREOF, the parties have affixed their respective signatures this ____ day of _____.

FIRST PARTY:

SECOND PARTY:

MIAGAO WATER DISTRICT

APPLICANT FOR WATER CONNECTION

BOBBY F. MONTALBAN

General Manager

Signature of Applicant Over printed Name

Government ID Issued:

PRC ID : Civil Engineer

Res. Cert. No. : _____

Registration No.: 0044118

Issued On: _____

Registered Date: Jan. 21, 1986

Issued at: _____

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MIAGAO, ILOLO) S.S.

Before me, personally appeared ENGR. BOBBY F. MONTALBAN and _____ with Residence Certificate Nos. _____ under their respective names indicated above, known to me to be the same persons who executed the foregoing contract and they acknowledge to me the same is their free act and deed.

WITNESS MY HAND AND SEAL on this _____ day of _____, _____ at the place above written.

NOTARY PUBLIC

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Book No.: _____
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