

**FOR WATER DEPARTMENT PERSONNEL ONLY**

Work Order# \_\_\_\_\_

Size \_\_\_\_\_

Type \_\_\_\_\_

Account # \_\_\_\_\_

Customer # \_\_\_\_\_

Serial # \_\_\_\_\_

**THE CITY OF GULFPORT, MS  
CONSUMER'S CONTRACT**

**CONSUMER**

**ADDRESS**

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

**WITNESSETH:**

1. The City agrees to furnish metered water through a/an \_\_\_\_\_ inch pipe line, 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 agrees that he will, within 60 days of notice that sewer is available to the location (ie, within 300 feet of the improved premises) covered by this contract, connect to the sewer system and shall use the sewer system of said City.
3. The Consumer hereby agrees and covenants with said City the connections to the 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 Gulfport in force and effect on the date of this contract and as may hereinafter be adopted by resolution or ordinance of the Gulfport City Council and to pay for such services within ten (10) days after the monthly billing dates. Payment shall be made at the office of the Water and Sewer Billing Department. All rules, regulation, and rates are considered as a part of this agreement and contract.
4. 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 whereby the rates covered by this contract shall be altered or changed in any manner without first applying to the City and receiving authorization in writing, and further submitting a written order for such changes, additions, or alterations properly signed and dated by the Owner of the premises covered by this contract or by the duly authorized agent of such Owner.
5. 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.
6. 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.
7. 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 from the 10<sup>th</sup> day following the post-mark date on the statement on which the bill is rendered.
  - (2) All bills that have not been paid on or before the 10<sup>th</sup> day as set out above become overdue, and the service may be disconnected, and a charge of \$40.00 (Forty dollars) for disconnection will be made in each instance in addition to the overdue balance which may be due.
  - (3) Water services will be metered as soon as possible, and where meters fail to register properly, bills shall be arrived at by taking an average of the three most recent periods prior to failure of the meter.
  - (4) 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 entered into.
  - (7) Any service out for less than a full period will carry the proper minimum charge or billing for the portion of said period.
  - (8) To be binding, the contract shall be properly executed by the owner or consumer and the Authorized Agent on behalf of the City of Gulfport, Mississippi.
  - (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 of Gulfport.
  - (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 shall be made before services are installed.
  - (13) Any Resident/Contractor who tampers with a meter once installed by the Public Works Department will be subject to \$1000.00 tamper penalty. \_\_\_\_\_(These initials indicate you have read this disclosure.)
8. 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 Gulfport, Mississippi**

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

**AUTHORIZED AGENT**

Home# : _____	Trash can already on Premises? (circle) <u>Yes/No</u>
Cellular #: _____	Contact Advanced for Trash Can on (Date) _____
Office #: _____	TURN ON YARD METER IF AVAILABLE? (circle) Yes/No
Email: _____	Method: _____
Mailing Address: _____ _____ _____	Teller: _____
	Receipt: _____