

CAGAYAN DE ORO CITY WATER DISTRICT

Corrales Avenue, Cagayan de Oro City

WATER SERVICE CONTRACT

			WATER SERVICE CONTRACT					
	CUS	STOMER <u>V</u>	ADDRESS V					
ж	CUS	STOMER CLASS:	CLASSIFICATION:					
LARRY R. DACER		Residential Commercial Wholesale	New Separation Transfer					
_	RAT	TES/FEES:						
		Supervision/Inspection Fee	OR No Da	ite				
		Tapping/ Installation Fee		nte				
		Reconnection Fee	OR No Da					
TAR		Change of Name (Service Fee)	OR No Da	ite				
GWENDOLYN P. BATAR		and between the CAGAYAN DE ORO nager and the APPL	CITY WATER DISTRICT or COWD, re	20V, at Cagayan de Oro City, Philippines, presented by its Commercial Department NCESSIONAIRE nddress at				
	<u>v</u>		 THE PARTIES AGREE THAT:					
	1.	The COWD shall provide water service to		e address given above, during the period of the				
			the conditions provided in the schedule of					
IATURE	2.	The COWD shall not be responsible for the interruption of the service for causes beyond its control, nor be liable to the customer for damages caused by defective conditions;						
WITNESS SIGNATURE	3.	 The COWD reserves the right to cut off the supply or disconnect the service any day for the following reasons: a. For repair; b. For non-payment of bills when due; c. For fraudulent practice in relation to use of water/sewer; and d. For using the water for purposes other than that applied for. 						
	4.	The customer shall conform to and abide Guidelines pertaining to the water service		er District Resolutions, Rules & Regulations and				
WNER	5.	The customer shall pay its water bill monthly to the COWD or its authorized collecting banks according to the reading of the water meter reader on or before due date as indicated in its water bill. Its due date is twenty (20) calendar days from reading date, within which time he/she may pay without penalty. Failure to receive a bill does not relieve the customer of liability and shall be deemed a debt to the COWD. All water bills unpaid after due date shall be served with a disconnection notice and disconnection shall be made if the customer shall not settle its account within forty eight (48) hours from receipt of the said notice;						
-DING (6.	The COWD shall supply the water meter for the customer. The customer shall protect the water meter from any type of damage of loss;						
HOUSE/BUILDING OWNER SIGNATURE	7.	Should any water meter becomes unserviceable or condemned for one reason or another, the average consumption for three (3) months period previous to the date when the meter becomes unserviceable or condemned shall be the basis for subsequent bills or flat rate shall be charged whichever is greater;						
-	8.	The District shall charge the customer wir usage/consumption of water.	th the minimum service charge at the prev	railing water rates, in the event that there is no				
APPLICANT/CUSTOMER SIGNATURE	9.	. The customer shall make no changes in his/her approved connection without previously signing a revision of contract for purpose in the office of the COWD, the customer shall notify the COWD in case of transfer of ownership or when tenant leaves premises; or when the customer died.						
	10.	 Representative of the COWD shall have access to the premises at all hours for the purpose of inspection, testing, repairs an disconnection and that no one shall be permitted to remove, change or tamper the installation unless authorized by the Cagayan of Oro City Water District; 						
	11.	I. The District shall maintain the service connection from the water main to the meter and including the water meter. All pipes and fixtures extending from the meter or lying beyond the meter shall be installed and maintained by the concessionaire or customer;						
A	12.	. The customer shall maintain the installation to proper condition while it is connected with the mains of the COWD and shall guarantee that no tapping will be made on the service pipes nor allow sub-connection without prior authority of the COWD and that he agrees to maintain the expenses of same;						
		FM-CMI-19	00	XX-XX-XXXX				

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- 13. Service pipes and accessories installed within the road right of way from the main meter are considered automatically donated to the COWD and becomes the property of the Cagayan de Oro City Water District;
- 14. Installation of a booster pump or direct "on-line" pumping from the "Service Tap" by the concessionaire is strictly prohibited. The concessionaire must provide a sump or intermediate reservoir if he needs to pump and bring the water to a higher elevation;
- 15. Any device that may be found within the premises of the concessionaire or customer contrary to the Rules and Regulations of the COWD or installations that may be discovered to have been tampered with and/or illegally connected or installed, shall be sufficient cause for the disconnection of the water service in question by the authorized representative of COWD and automatic termination of this contract in addition to criminal and/or civil action in court;
- 16. The concessionaire shall not in any manner install or maintain any physical connection between any private source of water supply and the district water supply. In case the customer does maintain another source of water supply, such source must be duly declared and registered with COWD. Furthermore, the customer must likewise maintain an independent piping system for each water supply source to avoid cross-connection;
- 17. If the applicant/customer or concessionaire is only a tenant or does not own the house, the owner of the house or building shall be jointly and severally liable with the applicant/customer;
- 18. In the event of misrepresentation of the building owner, lot owner or applicant/concessionaire regarding a new application which was discovered to have an old account, the COWD reserves the right to disconnect the new connection until full payment of the old account by the building/lot owner or applicant/concessionaire;
- 19. Finally, in order for COWD to properly size the water meter and service line of the customer or concessionaire, the later shall be required to declare the number and kind of fixture units that will be served by their applied service connection using the COWD standard form marked as <u>"ANNEX A"</u> of this "Water Service Contract".

Done this V	day of V	20 V	_ at Cagayan de Oro City, Philippines.	

CONCESSIONAIRE or CUSTOMER

CAGAYAN DE ORO CITY WATER DISTRICT

GWENDOLYN P. BATAR

Department Manager

LARRY R. DACER

By:	
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Signature over printed name of the Applicant/Customer

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Signature over printed name House/Building Owner

Signed in the presence of

<u>v</u>_

Witness Signature over printed name

ACKNOWLEDGMENT

Republic of the Philippines) City of Cagayan de Oro) S.S.

BEFORE ME	, Notary P	ublic of Misamis O	riental, personally	y appelared _	with CTC No.	
V	issu	ed on <u>V</u>	at V		and GWENDOLYN P. BATAR , with CTC No.	
08667219	issued on	January 06, 2022	_ at <u>Cagayan de</u>	<u>e Oro City</u> , b	both known to me and to me known to be the	
same persons who executed this Contract and they acknowledged to me that the same is their free and voluntary act and						
deed. This document consists of two (2) pages including this page and signed on each and every page thereof, on which the						
acknowledgement is written.						

WITNESS MY HAND AND SEAL this _____ day of _____, 20____ in Cagayan de Oro City, Philippines.

Notary Public

Doc. No. _____; Page No. _____; Book No. _____; Series of 2022