



CAGAYAN DE ORO CITY WATER DISTRICT

Corrales Avenue, Cagayan de Oro City

WATER SERVICE CONTRACT

CUSTOMER _____

ADDRESS _____

CUSTOMER CLASS:

- Residential
- Commercial
- Wholesale

CLASSIFICATION:

- New
- Separation
- Transfer

RATES/FEES:

- | | |
|---|-------------------------|
| <input type="checkbox"/> Supervision/Inspection Fee | OR No. _____ Date _____ |
| <input type="checkbox"/> Tapping/ Installation Fee | OR No. _____ Date _____ |
| <input type="checkbox"/> Reconnection Fee | OR No. _____ Date _____ |
| <input type="checkbox"/> Change of Name (Service Fee) | OR No. _____ Date _____ |

This CONTRACT is made and entered into this day of 20_{__}, at Cagayan de Oro City, Philippines, by and between the **CAGAYAN DE ORO CITY WATER DISTRICT** or **COWD**, represented by its **Commercial Department Manager** and the **APPLICANT/CUSTOMER** or **CONCESSIONAIRE** _____ with residence and Postal address at _____.

THE PARTIES AGREE THAT:

1. The COWD shall provide water service to the CUSTOMER's installation located at the address given above, during the period of the contract at the rates stipulated and under the conditions provided in the schedule of water rates;
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;
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 the 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 by all of the Cagayan de Oro City Water District Resolutions, Rules & Regulations, and Guidelines pertaining to the water services;
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 the due date as indicated in its water bill. Its due date is twenty (20) calendar days from the 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 the due date shall be considered and subject to a ten (10%) surcharge as a penalty, and after **two days** from the due date, if the customer fails to pay its water bill, a **disconnection notice** shall be served upon it, and disconnection shall be made if the customer shall not settle its account within **forty-eight (48) hours** from receipt of the said notice;
6. The COWD shall supply the water meter for the customer. The customer shall protect the water meter from any type of damage or loss;
7. Should any water meter become unserviceable or condemned for one reason or another, the average consumption for three (3) - month period previous to the date when the meter becomes unserviceable or condemned shall be the basis for subsequent bills or a flat rate shall be charged whichever is greater;
8. The District shall charge the customer with the minimum service charge at the prevailing water rates, in the event that there is no usage/consumption of water.
9. The customer shall make no changes in his/her approved connection without previously signing a revision of the contract for the purpose in the office of the COWD, the customer shall notify the COWD in case of transfer of ownership or when the tenant leaves the premises; or when the customer died.
10. Representatives of the COWD shall have access to the premises at all reasonable hours for the purpose of inspection, testing, repairs, and disconnection, and no one shall be permitted to remove, change or tamper the installation unless authorized by the Cagayan de Oro City Water District;
11. 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;

LARRY R. DACER

GWENDOLYN P. BATAR

WITNESS SIGNATURE

HOUSE/BUILDING OWNER SIGNATURE

APPLICANT/CUSTOMER SIGNATURE

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;
13. Service pipes and accessories installed within the road right of way from the main meter are considered automatically donated to the COWD and become 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 as provided in RA8041 otherwise known as Water Crisis Act of 1995 and PD198 otherwise known as Provincial Water Utilities Act of 1973, as amended, on top to the Administrative Penalties charged by COWD;
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 to the applicant/customer;
18. In the event of misrepresentation of the building owner, lot owner, or applicant/concessionaire regarding a new application that 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 latter 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 "ANNEX A" of this "Water Service Contract".

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

CONCESSIONAIRE or CUSTOMER

CAGAYAN DE ORO CITY WATER DISTRICT

By:

*Signature over printed name
of the Applicant/Customer*

GWENDOLYN P. BATAR
Department Manager

*Signature over printed name
House/Building Owner*

Signed in the presence of

*Witness
Signature over printed name*

 LARRY R. DACER

ACKNOWLEDGMENT

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

BEFORE ME, Notary Public of Misamis Oriental, personally appeared with CTC No. issued on at and GWENDOLYN P. BATAR, with CTC No. issued on at , 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 acknowledgment 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