



Republic of the Philippines
GUBAT WATER DISTRICT
Gubat, Sorsogon

WATER SERVICE CONTRACT

CONCESSIONAIRE: _____ New Service Connection: Php _____
ADDRESS: _____ O.R. No. _____ DATE: _____

This agreement entered into by and between the GUBAT WATER DISTRICT, an agency created by PD No. 198, as amends herein after to as the district and concessionaire named above.

WITNESSETH

1. The district agrees to furnish water service to the premises occupied by the consumer at the above address based on the District's present applicable water rate schedule which may be modified, altered and or increased by a Resolution of the Board of Directors of the district subject to review and approval by the LOCAL WATER UTILITIES ADMINISTRATION (LWUA).
2. The CONSUMER hereby agree to pay said water service on the DISTRICT's present applicable rate schedule provided that in the event of the increase in water service rates the consumer further agree and binds himself to pay the aforementioned service in accordance with the new rate schedule as may be determined and resolved and by the Board of Directors of District subject to the approval of the LOCAL WATER UTILITIES ADMINISTRATION (LWUA).
3. The District reserved the right to determine the size of service connection with respect to boundaries of premises to be served the laying of consumer's service lateral to the meter shall not be done until the location of the service connection has been approved by the District or its duly authorized representative.
4. The work of tapping the main connecting the service pipe there to and laying of the pipe from the main to the meter stand including the digging and filling in of trench on the street in which a water main is located will be performed by the employee of the district at the rate set forth in Section 3 of the Rules and Regulation of the District.
5. The District shall furnish all necessary pipes, appurtenances and material for the water connection and bill consumes according at the stipulated rate to be contained in the written application for water service contract to be filled by the consumers.
6. Payment of charges for the damaged road pavement in connection with the tapping of service connection shall be assumed by the consumer who shall pay the required amount to the office of the district engineer or any office or authority directly concerned with the maintenance of the damage.
7. Before the service is furnished to the consumer, every connection classified as residential/government and commercial/industrial must be required to pay the new service connection fee. This fee shall be applied to cover installation, tapping, application processing, and other related expenses.
8. All existing service connection of the consumer lawfully acquired and operated by him under an authority from a government owned water works system that has joined and turned over all its assets to the districts shall be respected by the same and shall henceforth the subject to the stipulated agreement and the existing rules and regulations of the district.
9. This agreement in non-transferable and must be accompanied by a duly approved written application for service on a prescribed for provided that purpose.
10. The service connection is hereby limited to one family, building or premises if the consumer is not owner of the house or premises where connection is desired the application and the agreement must likewise be signed by the owner of the property who shall guarantee the payment of all sums to become due for water connection furnished pursuant to the application agreement in case in default of the consumers.
11. Delinquent water connection maybe cut off the presence or absence of the delinquent concessionaires.
12. The consumer agrees to absolutely refrain from or following connection from his/her premises from other houses, apartments, dwelling, etc.



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13. The District reserves the right to shut off the water supply wherever necessary. This will be done only when absolutely necessary and no action for damages shall be against the District for such shutting off water supply. Whenever practicable the District shall notify the consumer before shutting of the water supply and will state the hour when the supply will be shut off and when it will be turned on again.
14. Water rates are payable at the office of the GUBAT WATER DISTRICT, of the day of delivery of water bill notice to the consumer or his duly authorized agent and shall be declared delinquent fifteen (15) days thereafter. A late charge of ten percent (10%) shall be imposed in addition to the water charges, if the payment of the water bill is not made on or before the due date and the water service may disconnect without further notices. The service will not be turned again except upon payment of all amounts due plus the reconnection fees for turning on the water and making the connection control. The failure to received bill does not relieve the consumer of his liability under the control of service firm or corporation falling neglecting to pay said indebtedness shall be liable to a civil action in the name of the District, in any court or competent jurisdiction for the amount thereof.
15. All water meters, curb cocks and or valves connected to the District shall be under the control of the district. The consumer shall be held liable however for the loss of the meter curb cocks or valves due to the negligence shall for damages or carelessness the cost of the repair of the meter, curb cocks or valves due to negligence shall be included in the next water bill.
16. The consumers agree to allow properly authorized employee or representative of the District to enter the premises at the time for the purpose of determining and removing testing replacing water meters and properties or equipment of the district or removing the district's property in the event of termination of his agreement for any cause or even after water connection and been cut for the purpose above stated and for protecting the interest of the District.
17. When the accuracy of water meter is questioned the district upon the request to the concessionaire will cause an official test to be made on accordance with the existing Rules and Regulations.
18. The District reserves the right to disconnect existing service for any of the following reasons: a). for the prevention of fraudulent use of water; b) for non-payment of water bills; c) for repair; d) for want of supply or distribution capacity; e) for violation of PD No. 198 as amended; and f) for causes beyond the district control.
19. The consumer finally agrees to observe the Rules and Regulation laid upon the district for an effective/efficient water service and which remade and made an integral party of this agreement.
20. This agreement shall not be binding upon the district unless it is signed by the consumers and or be property owner and duty accepted by the General Manager of his authorized representative of the district, for which reason the district may order the closure of water connection if already installed.

DONE at GUBAT, SORSOGON, PHILIPPINES this ____ day of _____ , 20____.

Engr. GABRIEL E. TIOTANGCO
General Manager

Concessionaire

MEMORANDUM

The property owners agrees to guarantee the responsibility of payment of all water bills and of all other accounts incurred in connection with the said water service upon default of payment of the above consumers.

PROPERTY OWNERS