



WATER SERVICE CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This WATER SERVICE CONTRACT, is entered into the Municipality of Jagna, Philippines, by and between:

The **Jagna Waterworks System (JWS)** is a local government-run utility with address at Poblacion, Jagna, Bohol, Philippines, represented herein by its authorized representative, herein referred to only as “**JWS**”

-and-

_____, Filipino, of legal age, sing/married and a resident of _____ Jagna, Bohol, Philippines, hereinafter referred to only as the **CONSUMER**.

WITNESSETH:

That, JWS agrees to provide water to the CONSUMER at his/her premises with address at _____ within a reasonable period of time from perfection of this contract and after final inspection by the JWS authorized representative;

That, the parties hereto hereby further agree, stipulates and bind themselves, to comply with the following terms and conditions:

JWS OBLIGATIONS AND RIGHTS

1. JWS agrees to provide water to the CONSUMER at his/her above-mentioned address. JWS does not guarantee however, constant supply of water and shall not be held liable for damages due to failure of supply or other causes which are beyond its control. JWS shall notify the affected consumers for scheduled water service interruptions due to maintenance works or causes within its control through radio announcements or by other means;
2. JWS shall have the exclusive authority to determine the size of the service connection as well as the location of the water meter and the stub-out and hereby reserves the right to transfer the same whenever necessary for the purposes of accessibility and effective water service;
3. To allow for the CONSUMER to make repair/s of the water service connection in order to stop or prevent leakage and water contamination;
4. JWS reserves the right to cut off the water supply and/or disconnect the CONSUMER's water service connection, for any of the following reasons:
 - a) For three (3) consecutive months delinquency in the payment of water bills.
 - b) For fraudulent use of water or for misrepresentation in the application for water service connection and in the consumption of water;
 - c) Transfer of water service connection to other distribution system due to source failure; and,
 - d) For violation by the CONSUMER of any of the conditions in this contract and of the pertinent policies, rules and regulations established by competent authority ;
5. JWS shall disconnect CONSUMER's water service without further notice, such notice being incorporated in the billing, in case of delinquency in the payment of bills and for fraud or misrepresentation

CONSUMER'S OBLIGATIONS:

1. The CONSUMER agrees to pay the water consumption which is billed monthly, based on JWS schedule of rates. The failure to receive a water bill or collection notice does not relieve the CONSUMER of his/her obligation to pay. The CONSUMER shall pay the water whether consumed or wasted that passes through and registered in his/her water meter. Payment shall be made on or before due date as specified in the water bill. In case of the late payment/s, to pay a surcharged of 10% of the unpaid balance that shall be incorporated in the monthly water bill.
2. The CONSUMER shall furnish all the necessary pipes, fittings, materials and water meter from the tapping point of JWS at the stub-out up to his/her household which quality is accepted by JWS. The installation or laying of pipes after the water meter, as well as its proper maintenance to repair pipe leakage and prevent water contamination caused or occasioned by the Consumer's failure to comply with the provisions on service connection and pipe maintenance;
3. To maintain the installation, from the water meter up to his/her premises, in proper condition.
4. To allow authorized representative/s of JWS free access to his/her premises at all reasonable hours for purpose of inspection and other services therein as well as determining and removing reported illegal service connections;
5. This contract is non-transferable. Thus, the CONSUMER shall notify JWS of changes of occupancy and/or in the ownership of the property. Absence of such written notice from the CONSUMER will make him/her responsible for payment of the water bill as well as for acts of violations committed by the new owner, lessee or tenant;

That, both parties shall observe and faithfully comply with all the terms and conditions of this contract and other pertinent rules and regulations including those that shall be hereinafter incorporated by the water provider and for which the CONSUMER was made aware of or informed about in connection with this Water Service Contract;

That, the parties herein enter into this Water Service Contract freely and voluntarily;

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of _____ 2010 at Jagna, Bohol, Philippines.

JAGNA WATERWORKS SYSTEM

By:

BERNARDO BAJA
Operation Manager

Name & Signature of Consumer

ENGR. GERRY V. ARANETA
MPDC

ROSIE C. REROMA
Water Revenue Collector

Approved by:

EXUPERIO C. LLOREN
Municipal Mayor