

**CITY OF SELMA  
WATER SERVICE AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the CITY OF SELMA WATER DEPARTMENT, a municipal water department organized and operated under the laws of the State of Texas and hereinafter called the Department, and the following named person or other named entity, hereinafter referred to as the Customer.

(NAME)\_\_\_\_\_

Witnesseth:

The Department agrees to sell and deliver water service to the Customer and the Customer agrees to purchase and receive water service from the Department in accordance with rules and regulations as specified in City Ordinances governing water operations, as amended from time to time by the City of Selma.

The Customer shall pay the Department for service here-in-under at the rates and upon the terms and conditions set forth in the Water Ordinance and rate schedule adopted and revised from time to time by the City Council.

In the event the Customer shall breach this agreement by (1) refusing, or failing without just cause to connect to the Department's facility and use same as soon as the facility is available or (2) refusing or failing, without just cause, to pay the minimum monthly water rate as established by the Department, the Customer agrees to pay the Department liquidated damages for such costs incurred up until the breaching of the agreement.

All water shall be measured by meters to be furnished, installed and owned by the Department. The meter is for the sole use of the Customer and is to serve water to only one dwelling or only one business and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other dwelling, business, property, etc.

In the event the total water supply is insufficient to meet the needs of the Customer, or in the event there is a shortage of water, the Water Department may prorate the water among the various customers on such basis as is deemed equitable by the Department and may also prescribe a schedule of hours covering the use of water for lawn purposes by particular customers and require adherence thereto to prohibit the use of water for garden purposes, provided that, if at any time the total water supply be insufficient to meet all of the needs of all customers the Department must first satisfy all the need of all customers for domestic and livestock purposes before supplying any water for lawn and garden purposes.

The Customer shall install, at their own expense, a cut-off valve, and any required back flow prevention and/or pressure reducing valve and service line from the water meter or connection to the point of use in accordance with the rules of the Department.

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The customer shall hold the Department harmless from any and all claims or demands for damages to real or personal property occurring from the point the Customer connects to the water meter to the final destination of the line installed by the Customer.

The Department shall have the right to locate a water meter and the pipe necessary to connect the meter on the property of the customer at a point to be chosen by the Department and shall have access to its property and equipment located upon the customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations and upon discontinuance of service shall have the right to remove any of its property from customer's premises.

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Customers Signature

Service Address:

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City / State / Zip Code

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Phone Number