

CONDITIONS – WATER/WASTEWATER APPLICATION

- 1) The Customer agrees to provide a convenient frost-free area and safe space for the Corporation's meters, wires or pipes and all other appertenances in said premises, and further agrees that no one who is not an Agent of the Corporation or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with the same, and that the properly authorized agents of the Corporation shall at all reasonable hours, have free access to the said premises for the purpose of reading, examining, repairing or removing their said meters, wires or pipes and other material and appertenances.
- 2) Meters and all other appertenances of the Corporation in said premises shall be in the care and at the risk of the Customer and if destroyed or damaged, other than by ordinary wear and tear, the Customer shall pay to the Corporation, the value of such meters and appertenances, or the cost of repairing or replacing the same.
- 3) The customer hereby expressly authorizes and empowers the Corporation at its option to remove the meters and all other materials and appertenances installed at its expense and cut off the supply of water and terminate this agreement whenever any bills for said services are in arrears or upon violation by the Customer of any of the terms and conditions of this contract.
- 4) The Corporation will use all reasonable diligence to provide a continuous and potable supply of water hereunder, but will not be responsible for failure to do so by reason of damage to the Corporation's lines or other works, break-down thereof, the performance of work or maintenance, repair or replacement in respect thereto, Act of God, or any other cause beyond the Corporation's control, nor does it guarantee the maintenance of frequency and pressure, and the Corporation will not be liable to the Customer for any loss, damage or injury resulting from failure to supply water by reason of any of the causes aforesaid or to maintain a constant pressure.
- 5) The Customer agrees that he/she is responsible for all blockages in the sanitary sewer line from the house to the main sewer line in the street and that he/she is also responsible for the water service from the shut off valve at the street to the house.
- 6) This contract shall not be binding upon the Corporation until accepted by it through its proper office, and shall not be modified or affected by any promise, contract or representation by any Agent or Employee of the Corporation unless incorporated into writing into this contract before acceptance.
- 7) The Customer unequivocally agrees and acknowledges that the Corporation of the City of Quinte West is in no way responsible for any damages to persons or property and the Customer hereby undertakes to save harmless and indemnify the Corporation and its Employees, Agents, Boards, Officers, Directors etc. from all suits, claims, demands, actions, damages etc whether same shall be with or without merit and from all costs to which the Corporation may be put in defending such action, claim or demand in any way arising out of, or alleged to arise out of any work, service, operation or thing constructed, installed, maintained or done or omitted to be done by the Corporation.
- 8) The Customer shall, whenever required by the Corporation to do so, deposit with the Corporation security in such amount as the Corporation may deem necessary to guarantee payment of water/sewer bills and performance of the other obligations of the Customer hereunder.
- 9) The agreement of the parties hereto shall be binding upon their successors or assigns, and that the vacating of the premises herein named shall not release the Customer from this contract, except by the written consent of the Corporation.