

The following items are required to make a **Real Estate/Showing** Connection:

- 1) A taxpayer ID certificate listing the name of the business.
- 2) Valid ID of person submitting the application or request.
- 3) Security Deposit plus Service Fee **MUST BE PAID** before release of the connection.

Security Deposits start at **\$150.00**

Service Fee **\$ 25.00** for same day service

Service Fee **\$ 15.00** for next business day service

- 4) A completed Application for Service for the address.
- 5) The official listing agreement for the property.

**** Note **** If the customer making the connection is not the same as the responsible party, a signed authorization must be submitted at the time of application noting who is making the connection on their behalf.

Important HWWS Contact Information

Phone: (956) 430-6100

Email: cs@hwws.com

Fax: (956) 430-6106

<https://www.hwws.com>



Water or Wastewater Emergency Calls

After Hours (956) 430-6100 Follow Prompts

<u>Drive Thru Hours</u> 7:30 A.M. to 5:30 PM Monday - Friday	<u>Lobby Hours</u> 7:30 A.M. to 5:00 P.M. Monday - Friday
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<u>Online and Over Phone</u> DEBIT or CREDIT CARD (2.5% fee of transaction amount)	<u>Phone payments: (956) 430-6100</u> OPTION #1 - Payment (2.5% fee of transaction amount)
<u>Online payments: www.hwws.com</u> Go To: Pay Bill Option	

<u>Drop box @ drive thru area is</u> <u>available 24 hours.</u> Do <u>NOT</u> Leave Cash in Drop Box.	<u>Other Payment Options</u> Free Bank Draft Available Mail Your Payment
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<u>List of Payment Locations</u> HEB Walmart Ace Cash Express Sky 1 Digital A&V Lopez Supermarkets	 <u>ANY</u> Stores that accept utility payments throughout the U.S. that use CheckFree Pay. Allow 2-3 business days for credit. 
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<u>Garbage Services</u> <u>Inside</u> City Limits (956) 216-5301 <u>Outside</u> City Limits (956) 423-7316	<u>Electric Providers</u> <u>www.powertochoose.org</u> <u>www.comparepower.com</u>
<u>Gas Services</u> (800) 700-2443	

(This website is **NOT** affiliated with HWWS)
<https://www.doxo.com/info/harlingen-water-works-system>

CITY OF HARLINGEN WATERWORKS SYSTEM APPLICATION FOR COMMERCIAL SERVICE

Service Address _____

Initial Date of Service _____ Sprinkler Meter? Yes No

Name of Business _____

Legal Business Structure (Corporation, Partnership, Sole Proprietor, etc.) _____

_____ Tax ID # _____

Name, Title & Address: _____

Type of Business _____

(* If DENTIST OFFICE, please complete a ONE-TIME COMPLIANCE REPORT FOR DENTAL DISCHARGE available upon request OR at <https://www.hwws.com>)

Responsible Party _____ ** Cell # _____

Social Security # _____ DL # _____

Name of Contact Person _____

Business Phone # _____

Emergency Contact _____ Phone # _____

Primary Language English Spanish Other _____

Do you currently have or in the past have had service with the Harlingen Waterworks System? Yes No

Service Address _____

Time Period _____

Do you want to receive special notices by text? **** (Message & data rates may apply.)** Yes No

Do you want to receive the bill and other correspondence from the Harlingen Waterworks by email?

Yes No E-bill address _____

Do you want to receive a printed bill (also)? Yes No

Billing address _____ Address Effective Date _____

Signature Date

Signature Date

HARLINGEN WATERWORKS SYSTEM TERMS AND CONDITIONS FOR RECEIVING SERVICE

1. The undersigned, hereinafter called "Customer", requests the City of Harlingen Waterworks System, herein referred to as "HWWS", to furnish services of the class and to the location as set out in Application for Service.
2. The Customer is obligated to abide by and consider as part of this contract any ordinance, rules and regulation the City or HWWS adopts concerning utility service.
3. This agreement shall continue in force until terminated by the HWWS for default or violation by Customer of any of the terms and obligations, or when service is discontinued hereunder at the request of Customer made to HWWS at its office.
4. This instrument cancels and supersedes all prior agreements, representation, promises or inducements, written or oral, made with respect to the furnishing of the service(s) provided herein, and may not be changed or amended except by written instrument signed by the HWWS.
5. Any amount paid by Customer to the HWWS as a guarantee for the prompt payment of all accounts for services and related charges is not transferable between individuals, and will be refunded in the name on the account upon disconnection of service, and then only after the final bill has been satisfied.
6. The Customer will pay for all water passing through HWWS metered connections to premises, the treatment of all wastewater discharged into the HWWS system, and ancillary services provided by the HWWS or other third party for which the HWWS acts as the provider's agent from the date of occupancy/application, and until such time as the Customer notifies the HWWS to discontinue the service(s). The above applies regardless of whether services are used or wasted or whether or not premises are occupied by the Customer.
7. Bills rendered are due upon receipt. Payment must be made within 20 days from the date of the bill. The HWWS will apply a 10% penalty on bills not paid within this period. Failure to make payment within 10 days after due date will result in disconnection of service. Failure to receive bill will be no excuse for non-payment of bill or waiver of penalty.
8. The Customer is responsible for keeping the water meter free from obstruction including but not limited to: debris or objects, animals, vegetation, gates or fences, hazardous or unsanitary substances, etc.
9. The HWWS reserves the right to discontinue service for cause as follows:
 - a. Using water for any purpose other than that specified at time of making application unless a written request to do so has been made to the HWWS.
 - b. For non-payment of all or any portion of a bill including charges for fresh water, sewage, and/or garbage (solid waste) collection.
 - c. Tampering or interfering with HWWS property or rendering same inaccessible to authorized HWWS employees.
 - d. If service is discontinued for any of the above reasons, the HWWS reserves the right to assess a service charge to re-establish same.
10. The Customer will be held responsible for the protection of all HWWS property in or on the premises or adjacent thereto. The Customer shall exercise all reasonable diligence to prevent loss of or damage to said property.
11. The HWWS reserves the right to bill the Customer for repair or replacement of damaged HWWS property, excluding ordinary wear and tear.
12. The HWWS shall have the right at any time and without notice to suspend services for repairs, maintenance, extension, emergency and other necessary purposes incidental to the public water supply. The HWWS shall not be held liable for any damage that may occur directly there-from.
13. The HWWS does not guarantee a uniform pressure.
14. In the event that the HWWS is rendered unable, wholly or in part, by force majeure or other causes herein specified to carry out its obligations under these Terms and Conditions, to provide services, the obligations of HWWS under these Terms and Conditions shall be suspended during the continuance of such inability. The term *force majeure* as employed herein means acts of God, or any other causes not reasonably within the control of the HWWS.
15. The HWWS disclaims all warranties, expressed or implied. In no event and under no circumstances shall the HWWS be liable for any interest, loss of anticipated revenues, earnings, or profits, increased expense of operations, loss by reason of shutdown or non-operation of water or wastewater service, or for any consequential, punitive, indirect or special damages.
16. In the event Customer determines there has been an overcharge error in billing, and if the date of discovery is within **six (6)** months of the billing error occurrence, HWWS shall calculate a billing adjustment. The HWWS shall only calculate an adjustment for error(s) occurring within the **previous six (6)** months of the date of the discovery of the billing error. If the Customer was undercharged, the HWWS may back-bill the Customer for a period not to exceed **six (6)** months, unless such undercharge

was caused by the willful or intentional acts of the Customer. The HWWS shall offer a deferred payment plan option to the Customer.

17. **Fraud Statement:** The submission of an application for utility services containing false information is a third degree felony under Chapter 37 of the Texas Penal Code. HWWS reserves the right to terminate services and to pursue criminal charges against any Customer for service who provides false information. Any knowing or negligent misrepresentation of a material fact or any failure to make a complete disclosure of any requested information shall be deemed false information. False information includes but is not limited to the name of the person requesting service, name of the person(s) living or conducting business at the address requesting service or any other relevant information necessary to obtain service.
18. The HWWS is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. This agreement is to notify customer of the restrictions which are in place to provide this protection. The HWWS enforces these restrictions to ensure the public health and welfare.
Each customer must sign this agreement before the HWWS will begin service. In addition, when service to an existing connection has been suspended or terminated, the HWWS will not re-establish service unless it has a signed copy of this agreement.
19. The following unacceptable practices are prohibited by State regulation.
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources on contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - c. No connection which allows water to be returned to the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
20. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the HWWS or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the HWWS' normal business hours.
21. The HWWS shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
22. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
23. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the HWWS. Copies of all testing and maintenance records shall be provided to the HWWS.
24. If the Customer fails to comply with the terms of this agreement, the HWWS shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.
25. The HWWS shall maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Harlingen Waterworks System.
26. These Terms and Conditions are subject to amendment by Ordinance adopted by the elected Commission of the City of Harlingen, Texas. Beyond the date this document is executed, amendments that conflict with any provision within this document shall supersede such.

Service Address: _____

Date: _____ Signature: _____

Date: _____ Signature: _____

CITY OF HARLINGEN WATERWORKS SYSTEM
PERSONAL GUARANTY

FOR AND IN CONSIDERATION of water, sewer, garbage collection, and related services to _____, Applicant, at

(Name of Applicant)

_____, and

(Service Address)

such other locations for which services may be requested by Applicant,

_____, personally guarantees

(Printed Name of Guarantor)

payment of all charges for services provided to Applicant including without limitation water, sewer, and garbage collection services, connection, disconnection, and reconnection fees, past due charges and interest, and for damage to Waterworks property at the service location including without limitation damage, theft, or mysterious or unexplained disappearance of such property.

Signature of Guarantor _____

Mailing Address _____

Phone Number _____

Alternate Phone No. _____

Date _____