

CUSTOMER SERVICE CONTRACT ACKNOWLEDGEMENT

I/We, the customer(s) do hereby make application for the services indicated on my/our City of Boerne Service Contract and agree to pay for the same at the current published rates on or before the due date printed on the monthly bill by one of these payment methods:

IN PERSON: Utility Customer Service Office, City Hall 402 E Blanco

DRIVE-UP: Depository at City Hall 402 E Blanco

WEB PAY: www.ci.boerne.tx.us, online payment

PAY BY PHONE: 830-249-9511 press 1 for secure interactive voice response system

AUTO PAY: Contact Customer Service at 830-249-9511 to sign up for automatic payments from your checking/savings or credit card.

I/We understand:

I/We must be sure all electrical and gas appliances and all plumbing fixtures are off at the time City services are turned on. Additionally, I/We understand in the event I/We fail to comply with the proceeding statement, the City will not be responsible for any damages resulting from electric and/or water and/or gas meter activation.

That the first bill will include an **account activation fee** which is due on the same date as other billed services. If service is disconnected due to nonpayment, a reconnection fee must be paid and, (if deposits have been refunded), a new deposit may be required before service is restored.

I/We agree to **maintain the required deposits** and to make such additional deposits as required due to additional service increase in billing, or failure to pay. If a satisfactory payment record is maintained, the utility will refund (after a specified period of time and upon proper request) deposit(s) (residential accounts – 12 months). Service may be disconnected for failure to pay for service or for failure to maintain deposits.

That the utility shall not be liable for failure to supply service when such failure is not due to negligence on the part of the utility, or, is due to the elements, fire, strikes, shutdowns necessary for repairs, or similar causes.

That **tampering with meters is a violation of City Ordinance** and violators are subject to immediate disconnection, prosecution, and reimbursement to the City and Utility for all expenses incurred. Customers are responsible for intentional or malicious tampering or vandalism of the utility's meters and equipment at their service location.

That customer redress (dispute of any billing) will be handled by the Customer Service and Billing Administrator.

I/We agree that I/We shall be **responsible for the payment** of all reasonable costs, including but not limited to attorney's fees, collection agency fees and charges, court costs, notification and mailing costs, and any other costs, fees or charges incurred by the City if I fail to pay my/our bill or bills for utility service on a timely basis.

That, upon signing this application, the customer(s) has the responsibility for keeping the utility easement clear for utility department access at all times; that the customer(s) is/are subject to all rules and policies which might be passed or are presently the policies of the City of Boerne Utilities, or are ordinances of the City of Boerne Utilities; and as customer(s) assume responsibility for payment of services indicated.

I/We expressly authorize the utility's agents to enter the premises at the service location at all reasonable hours to read, repair, move, or remove its meters and property.

I/We agree to provide the agents and employees of the City of Boerne access to the utility lines, equipment and/or appurtenances located on my property at all reasonable times for the purpose of maintenance, operation, and/or meter reading; and at all times for emergency repair. I further agree to keep easements clear and unobstructed and shall place no structures, equipment or improvements within the easements or in any way interfere with the operation, maintenance and/or access by the utility company to said lines. The utility company may, as often as it deems necessary, trim trees, remove obstructions and/or clear vegetation from all easements and adjacent areas to provide adequate clearance for said lines.

I/We understand that if I/we fail to provide adequate access, clearance and protection to the utilities facilities, and, after proper notice, fail to comply with the requirements, my utility service will be disconnected.

If you have a sewer stoppage, water leak, or power outage: Please contact the Customer Service Office at 830-249-9511 during business hours or Dispatch at 830-248-1633 after hours and holidays.

If you have a gas leak: Immediately evacuate the premises. Do not turn on/off lights, use the phone or a cell phone. From a neighbor's phone or using your cell phone call the Customer Service Office at 830-249-9511 during business hours or Dispatch at 830-248-1633 after hours and holidays.

If a problem arises, the homeowner/renter is required to contact the City of Boerne first. If you fail to contact the City, and it is later determined to be something that could have been repaired by City Crews, the City will not reimburse the expenses incurred.