

Appendix A - Additional Terms and Conditions

GENERAL INFORMATION

Contractor will contact Water Maintenance & Service (WMS) at 260-427-6123 for questions, problems, or to request pickup at the end of use.

Please plan ahead and place your orders in advance. Temporary Mobile or Stationary Meter availability is limited and cannot be guaranteed during times of peak demand. Up to a three (3) business day lead-time for ordering meters is requested to allow time for processing/installation.

TERMS AND CONDITIONS

The Applicant/Customer hereby applies for a Temporary Mobile or Stationary Meter.

In consideration for services rendered by City Utilities (the "Utility") we/I agree to pay the established rate, charges and fees for the class or service applicable as set forth in the General Rules & Regulation of the Fort Wayne Water Utility and the Code of Fort Wayne. We/I further agree to be bound and abide by the "Fort Wayne Municipal Code." Links to the most up to date versions of these documents are available below.

Click here for current [Fort Wayne Water Utility Rules and Regulations](#)

Click here for current [Fort Wayne Municipal Code](#)

Click here for current [Rates and Charges](#)

The Utility may deny issuance of a meter to an Applicant/Customer who has an outstanding delinquent account with the Utility or under other circumstances when it is determined that such an accommodation may not be in the best interest of the Utility.

The Applicant/Customer understands and agrees that the meter and service shall only be used by the Applicant/Customer, and may NOT be shared or transferred to any other individual or entity. Deposits and fees paid may not be transferred from one project to another. Separate meters and deposits are required for different projects concurrently or consecutively.

Operation of a Utility fire hydrant or curb stop by any unauthorized person for the purpose of obtaining construction water without written permission from the Utility shall subject the user to penalties as outlined in Section 52.01 of the Fort Wayne Code of Ordinances.

The Applicant/Customer agrees to take necessary precautions as described below to prevent damage to the meter or distribution system:

The Applicant/Customer will be responsible and liable for all costs associated with contamination of the water supply, damage to or theft of all Utility property, and charged for any and all damages to this meter or any structure related thereto; including fire hydrants, blow-offs, air vents, service pipe, meter boxes, or any other appurtenances whatsoever. The Applicant/Customer is responsible for providing Freeze Protection measures during freezing conditions that may cause damage to the meter, whether the meter is located within a building, exposed outdoors, or attached to a hydrant. Hydrants must have easy accessibility for fire-fighting emergencies including quick removal of any temporary heating devices. Contractors will be allowed to remove and install the meter daily as a freeze protection measure. Relocation is prohibited on a Stationary Set.

In no instance shall the Applicant/Customer cross streets with hoses or piping. Hosing of water from one premise to another shall require prior written approval of the Utility and a release of liability from both parties.

The Applicant/Customer understands and agrees a representative 18 years or older must be on-site during a stationary meter installation. If the Applicant/Customer is not on-site at the agreed upon appointment time, the Utility will not install the stationary meter, and the Applicant/Customer will be charged an Additional Trip Fee for the missed appointment per Utility's Miscellaneous Non-Recurring Rates (See link for current Rates and Charges above).

BACKFLOW PREVENTION DEVICE

Applicant/Customer also agrees to be bound and abide by all applicable guidelines of the "Backflow and Cross Connection Control Requirements" as referenced on the City of Fort Wayne website and the Fort Wayne Municipal Code along with any applicable AWWA and IDEM Standards.

Click here to see the [Backflow and Cross Connection Control Requirements](#).

INDEMNITIES

Applicant/Customer shall indemnify and hold harmless the Utility from and against loss, liability, and damages sustained by Applicant/Customer, Utility and/or any third party by reason of injury or death to persons or damage to property to the extent caused by the acts, errors or omissions of Applicant/Customer, its agents or employees.

WAIVER

No waiver by either party of any default by the other party in the performance of any particular section of these Terms and Conditions shall invalidate another section of this Terms and Conditions or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

APPROVALS

The approval of Application and these Terms and Conditions only allows the Temporary Mobile and Stationary Meter and does not take the place of any other permits or approvals necessary to do work.

GOVERNING LAW

This Terms and Conditions shall be binding upon the Applicant/Customer and its successors and shall be construed in accordance with the laws of the State of Indiana.