

Community Utility District (CUD) Portable Meter Agreement



THE PARTIES:

This Portable Meter Agreement (“Agreement”) is made and entered into on this day of _____, 20 _____, by and between:

Owner: Community Utility District (CUD), 1039 N. Moss Avenue, Odessa, Texas 79763, and

Renter: _____,

Physical Address: _____

Mailing Address: _____

Contact Person: _____

Phone Number: _____

Person responsible for payment: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

EQUIPMENT:

The Owner and Renter agree to enter into a binding agreement for the leasing of the following equipment:

Meter Number: _____

TERM:

The lease period begins on _____, 20 _____, and continues until notice of termination. This Agreement ends upon termination provided by the Owner or Renter. Such notice can be given within 30 days' written notice. Upon receipt, the equipment must be returned within 30 days plus any balance owned by the Renter.

PAYMENTS:

The renter agrees to pay the Owner monthly based on the volume used during a monthly billing cycle. Payment is due as defined in each invoiced cycle. The renter will pay late fees, delinquent notices, collection fees, attorney fees, and all other fees associated with collecting outstanding invoices.

SECURITY DEPOSIT:

Required deposit in the amount of \$ _____ shall be paid by the Renter for any damage to the equipment or losses incurred by the Owner as a result of this Agreement.

LATE FEE:

A late fee shall be charged. \$ _____ shall be charged to the Renter for each day the Equipment is late and not returned to the Owner. In addition, the unpaid late fee shall accumulate interest at the maximum interest rate (usury rate) allowed under Governing Law.

Under this Agreement, the Equipment shall remain the property of the Owner and must be returned to the Owner in the same condition as the start of the Term, normal wear and tear excepted.

EQUIPMENT LOCATION:

The equipment shall only be permitted for use within the service boundaries of the Owner. A map was provided at the time of execution of the Agreement _____yes _____no (Initials of Renter). The equipment has a GPS locator, at no time is the Renter allowed to tamper with or disengage the GPS tracker. Violation will result in immediate termination of this Agreement and forfeit of security deposit and all costs incurred to recover equipment.

USE OF EQUIPMENT:

The Renter agrees to use the Equipment for its intended use and legal purposes. Any use of the Equipment outside of its intended use for unlawful purposes can result in the termination of this Agreement. Renter agrees to operate Equipment in accordance with the instructions provided by the Owner, portable meter will be shut down using 40ft lbs of torque. Renter understands that the resale of water provided by Owner is against the policy of the Owner, and that doing so will result in the forfeiture of the Equipment. Renter is responsible for the key provided to Renter to unlock hydrants and that losing key will result in a replacement charge defined by Owner to replace the key. All additional fees will be added to Renter's next bill.

RENTER'S RESPONSIBILITY:

It is the Renter's responsibility to maintain the Equipment in accordance with industry standards during the Term. Any repairs, modifications, or damage caused to the Equipment, except for common wear and tear resulting from its intended use, shall be the Renter's responsibility.

REPAIRS:

If, at any time, the Equipment ceases to function in its intended use at no fault of the Renter, the Owner agrees to either:

Replace the Equipment: The Owner shall replace the Equipment with another that is equal in respect to brand, function, features, and purpose if the Owner has in inventor said Equipment.

Repair the Equipment: The Owner shall repair the Equipment on a timely basis and in accordance with industry standards. During the repair period under which the Renter has notified the Owner. The Owner will provide the Renter with a written estimate of repairs required and the Renter will pay the Owner in advance of repairs being performed if the Renter is at fault.

DEFAULT:

In the event of Default by the Renter, the Owner may terminate this Agreement and take possession of the Equipment without prejudice to any other remedies the Owner may have.

INDEMNIFICATION:

The Renter shall indemnify and hold the Owner harmless from any loss, damage, or expense arising from the Renter's possession, use or misuse of the Equipment.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Owner and the Renter concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

GOVERNING LAW:

This Agreement shall be governed under the laws enacted in the State of Texas.

IN WITNESS WHEREOF, the Owner and Renter have executed this Agreement as of the date first above written.

Owner Signature: _____

Date: _____

Print Name: _____

Renter Signature: _____

Date: _____

Print Name: _____