



Fond du Lac Water Utility
 109 N Macy Street
 Fond du Lac, WI 54935
 Office: (920) 322-3680
 Email: fdlwater@fdl.wi.gov

BULK WATER PURCHASE AGREEMENT

Bulk Water Fill Station: Located at 93 N. Macy St Fond du Lac

November 1st through March 31st : Fill Station will be available to contractors Monday through Friday 7:00 a.m. to 3:00pm

April 1st through October 31st : Fill Station will be available to contractors 24 hours/day, 7 days/week (*dates are weather dependent)

CONTRACTOR/APPLICANT

Name:

Address:

City/State/Zip:

Contact Name:

Phone:

Email:

Billing Address:

(If Different than above)

Project #

Authorized User:

Last Name:

First Name:

Drivers License #:

Last Name:

First Name:

Drivers License #:

Last Name:

First Name:

Drivers License #:

Last Name:

First Name:

Drivers License #:

Last Name:

First Name:

Drivers License #:

Terms and Conditions

The above listed Contractor/Applicant accepts responsibility for payment of any/all bulk water charges incurred by the above listed company(s)/individual and agrees to conform to all rules and regulations of the City of Fond du Lac, Public Service Commission of Wisconsin, and Department of Natural Resources and all other applicable state, federal, and municipal law.

City of Fond du Lac Water Utility reserves the right to run a credit check prior to hook-up authorization and the right to refuse hook-up. Failure to pay in a timely manner will result in revocation of this Agreement and Contractor/Applicant will lose bulk water hydrant purchase privileges.

Per City of Fond du Lac Ordinance § 642-13 no person, except those specifically authorized under this Agreement, shall operate any valve or fire hydrant or other equipment that is part of, or connected to, the public water system. Any person found to be in violation of City of Fond du Lac Ordinance § 642-13 may be subject to a citation and fine. The Water Utility may also pursue criminal charges, where warranted, in addition to fines and actual cost associated with the theft of a utility.

Either Party may terminate this Agreement by providing written notice thirty (30) days in advance to the other party.

Nothing contained within this document is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses and immunities contained within Sections 345.05, 893.80, and 895.52, Wis. Stats., or any subsequent amendments thereof, and federal law, common law or other applicable laws. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

Contractor/Applicant shall indemnify and hold the City harmless, its officers, employees and authorized representatives (Indemnified Party) from and against any and all liabilities, including without limitations, losses, damages, costs and expenses including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this Agreement, unless such claim, causes of action, of demand: (a) relate to the Indemnified Party failing to perform its obligations to Spiders; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, Contractor/Applicant shall appear for and defend the Indemnified Party, at Contractor/Applicant's expense, in any action to which the indemnified party may be made a party by reason of the foregoing.

Applicant Signature:

Date:

