



FRANKLIN COUNTY WATER DISTRICT

CONTRACTOR REGISTRATION

Date: _____ \$100 New Contractor \$50 Renewal \$25 Single Use Fee Paid ()

Contractor Entity Name (including all D/B/As): _____

Contractor All Officers, Agents, Principals, and Key Personnel (list all, use extra page if necessary):

Mailing Address: _____

Phone Number: _____ Email Address: _____

After-Hours Emergency Contact: _____ Phone Number: _____

The above-named Contractor (herein so called) hereby requests that it be placed on the official Contractor Registry maintained by the Franklin County Water District (the “**District**”) pursuant to Section 15.30 of the District’s Rules and Regulations. By applying for such registration, Contractor specifically acknowledges and agrees to the following:

Initials

- _____ 1. All information contained in the Contractor Registry, and in any application or other documentation submitted by or on behalf of Contractor, shall be true, correct, and complete as of the date submitted. Contractor has a duty to the District to promptly update information in the Contractor Registry. Contractor shall notify the District within ten (10) days of any change in the information in the Contractor Registry. Failure to provide accurate and up-to-date information in the Contractor Registry or in any application will be considered a violation of District Rules, that may result in termination of existing District permits and the Contractor no longer be considered in good standing with the District.
- _____ 2. Contractor has been directed to the District’s Rules and Regulations contained on the District’s official website (<http://www.fcwd.com/resources/rules-regulations>) and agrees to familiarize itself and comply with all such Rules and Regulations (as modified from time to time) applicable to the Contractor’s activities on District Property.
- _____ 3. Contractor shall not perform and shall not sub-contract with any other party to perform, any Permitted Commercial Activity on District Property, including construction, dredging, or other activities on the Lake that require the use of heavy equipment on or around the Lake, including the use of a vessel or commercial work barge without obtaining a Commercial Work Permit (pursuant to Sections 15.1 and 15.2 of the District’s Rules and Regulations).

- _____ 4. To perform Permitted Commercial Activities, a Contractor, including its officers, agents, and key personnel, must be (i) listed on the Contractor Registry, (ii) currently in good standing with the District, and (iii) not be in default on any Permit issued by the District.
- _____ 5. No variance from the terms of any District Permit, including a Commercial Work Permit, is allowed without prior written approval from the District.
- _____ 6. No construction, improvement, or replacement performed by, through or under Contractor, on District Property shall encroach over property or setback lines.
- _____ 7. All work performed on District Property by, through or under Contractor shall comply with (a) the terms of the Permit (if applicable), (b) the District's Rules and Regulations, (c) all rules and regulations established by the Texas Commission on Environmental Quality, (d) Section 404 of the Clean Water Act and regulations of the US Army Corps of Engineers, and (e) any and all applicable laws and regulations of the State of Texas and the United States of America, including without limitation all environmental laws and regulations. Failure to report the release or spill of a Pollutant by a Contractor may, in the District's sole discretion, result in enforcement against Contractor, including but not limited to an immediate suspension and permanent ban from working on the Lake.
- _____ 8. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, SUITS OR CAUSES OF ACTION ARISING AFTER THE EFFECTIVE DATE HEREOF, INCLUDING ALL COSTS OF DEFENSE, ENFORCEMENT AND ATTORNEYS' FEES INCURRED BY THE DISTRICT IN CONNECTION THEREWITH, AND ANY ORDERS, DECREES OR JUDGMENTS WHICH MAY BE ENTERED THEREIN, BROUGHT AS A RESULT OF BREACHES OF CONTRACT OR TORTIOUS CONDUCT, OR ALLEGED BREACHES OF CONTRACT OR ALLEGED TORTIOUS CONDUCT, ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S ACTIVITIES ON DISTRICT PROPERTY.
- _____ 9. The District in its sole discretion may assess penalties, enhanced penalties, and require specific administrative procedures for violations of the Contractor Registry, a Permit, or the Rules, that are a threat to public health and safety or harmful to the Lake.
- _____ 10. A violation of any of these Rules by the holder of a Permit issued by the District shall, in addition to any other rights and remedies of the District hereunder, including the issuance of administrative penalties, subject such permit to immediate suspension, cancellation, or revocation without refund of any fees. A Contractor shall be liable for costs and expenses incurred by the District, including attorney's fees, as a result of a violation of the Rules by a contractor.
- _____ 11. The undersigned individual is an officer or agent of Contractor with full authority to execute this application for registration on behalf of Contractor.

Submitted as of the date first printed above.

By: _____
Printed Name: _____
Title: _____