

Large Property Variance Application

Name of Applicant (Contact) _____

Billing Name (if different) _____

Account Holder Address _____

Street/Mailing Address for Variance _____

Street/Mailing Address for Billing (if different) _____

Daytime Phone Number _____ FAX _____

Email _____

Dallas Water Utilities Account Number _____

Meter number(s) _____

Standard for granting a variance: In order to grant a variance, the Drought Contingency Plan requires a determination by the Director of Dallas Water Utilities or his or her designee that the failure to grant the variance will cause an emergency condition adversely affecting the health, safety or welfare of the public of the person requesting such variance.

Application's reason(s) to justify granting of a variance based upon the preceding standard:

Applicants must also submit the following documents:

[Irrigation Evaluation Form](#);

If applicable, signed statement by a licensed irrigator indicating that any problems discovered in Irrigation Evaluation Form have been addressed or repaired; and

[Large Property Irrigation Schedule](#), with a plan for a 5% monthly water savings for each month in 2012, to be measured using the previous year's monthly consumption numbers.

- By submitting this application, the property owner/manager agrees to the following”
- Reduce water consumption by 5% each month in 2012, to be measured using the previous year's monthly consumption numbers.
- Observe the Water Conservation Ordinance requirements, except that for which the variance was granted.
- If the variance is granted, post the Drought Contingency Plan Variance Permit sign in view of the public.
- The variance will automatically expire with the declaration of an increased Stage of the Drought Contingency Plan.

Applicant affirms that all statements made and documentation submitted in this Application are true and correct. Applicant also agrees as part of this Application to comply with all applicable requirements of Chapter 49 of the Dallas City Code, as amended, including but not limited to, Section 49-21.1, Conservation Measures Relating to Lawn and Landscape Irrigation.

Applicant understands and agrees that any variance granted may be revoked by the Director of Dallas Water Utilities at any time in the Director's discretion if: (a) Applicant violates any terms and conditions of water usage as set forth above; (b) Applicant violates any of the provisions of Chapter 49 of the Dallas City Code, as amended, including but not limited to Section 49-21.1; (c) the facts or circumstances that justified the variance no longer exist; (d) an immediate significant reduction in water supply or waste of water occurs as a result of usage under the variance; or (e) the health, safety, or welfare of the general public or specific persons requires revocation of the variance.

Applicant has read, fully understands, and consents to the terms and conditions set forth for the variance, and also understands that violation of the terms and conditions may result in criminal prosecution in Municipal Court, as well as revocation of the variance permit.

As a further express condition precedent to the granting of a variance as requested by this Application, Applicant **EXPRESSLY AGREES TO FULLY AND COMPLETELY** defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Applicant's violation of any terms or provisions of a variance permit, if granted, or by any use of water under such a variance permit, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE. THE REQUIRMENT OF APPLICANT TO DEFEND AS DESCRIBED ABOVE ALSO UNCONDITIONALLY APPLIES REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, GROSS NEGLIGENCE OR COMPARATIVE FAULT OF CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, CONTRIBUTES IN ANY WAY TO THE DAMAGE, INJURY OR OTHER HARM MENTIONED ABOVE.** Nothing in this paragraph shall be construed as waiving any governmental immunity available to the City of Dallas under Texas law. The provisions of this paragraph are solely for the benefit of Applicant and the City of Dallas and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXECUTED as consented to this the _____ day of _____, 20_____.

APPLICANT'S SIGNATURE: _____

IF CORPORATE APPLICANT:

CORPORATE NAME: _____

I hereby certify that I have authority to bind the named Corporate Applicant and the Owner of the Property.

OFFICER'S SIGNATURE : _____

TITLE: _____