

SERVICE AGREEMENT

THIS AGREEMENT is between **EAST CENTRAL SPECIAL UTILITY DISTRICT**, a District organized under the laws of the State of Texas (hereinafter called a District) and _____ (hereinafter called the Applicant and/or Customer),

The District shall sell and deliver water and/or sewer service to the Applicant and the Applicant shall purchase, receive, and/or reserve water and/or sewer service from the District in accordance with Order Setting Rates and Policies of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of an Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Order Setting Rates and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Customer acknowledges receipt hereof by execution of this Agreement.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, and/or property, is strictly prohibited.

The District shall have the right to locate water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment that may be upon Customer's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service installation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practice.

The District's authorized employees shall have access to the Customer's property, premises, and facilities at all reasonable times for the purpose inspection, to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The service Agreement serves as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following unauthorized practices are prohibited by State regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
3. No connection which allows water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water human use.
5. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.
6. No plumbing fixture us installed which is not in compliance with state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

In the event the total water supply be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may prorate the water available among the various Customers on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering the use of water for garden purposes by particular Customers and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be insufficient to all of the needs of all Customers, the District must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes before supplying any water for gardening purposes.

By execution hereof, the Customer shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future customers, on such forms as required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution of this Service Application and Agreement, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules.

CLOSED SYSTEM INFORMATION

In all new meter installations and meter replacements a check valve is installed, creating a closed system.

A closed system is created when an approved backflow prevention assembly or a check valve (not approved for backflow prevention) is installed at a customer's service connection. The backflow prevention assembly or check valve does not allow water to flow backwards from the customer's private water system into the Public Water System's distribution. Thermal expansion is a result of heating water. When water is heated, its density decreases and its volume expands. Backflow prevention assemblies and other one-way valves installed at a customer's service connection eliminate a path for expanded water to flow back to the distribution system, resulting in increased system pressure. This increase in pressure can result in: pressure surges, dripping faucets, chronic or continuous dripping of temperature and pressure relief valves on hot water heating tanks, and other mechanical problems with hot water heating tanks, including distortion and rupture.

SIGNED this the _____ day of _____, 20_____.

Signature of Applicant

ACCEPTED AND APPROVED

President

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas legislature recently enacted a bill, effective September 1, 1993 allowing utility districts to give their customers the option of making the customer's address, telephone number, and social security number confidential.

**WE MUST STILL PROVIDE THIS INFORMATION
UNDER LAW TO CERTAIN PERSONS**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation

If you would like your personal information confidential please fill out and sign the bottom portion and return as soon as possible. (Separate return for each account) Remit to: East Central Special Utility District at P. O. Box 570 Adkins, Texas 78101

Yes, I want you to make my personal information (address and telephone number) confidential.

Name

Account Number

Address

Telephone Number

City, state, Zip Code

Signature