



River Acres Water Supply Corporation
SERVICE APPLICATION AND AGREEMENT
PROPERTY OWNER

For internal use:

Paid: _____

Date activated: _____

Acct. : _____

Meter #: _____

Cert. #: _____

Service to Start on: _____

Please read and complete the following application:

- Applicant will pay a monthly minimum water service fee.
- Applicant will pay a refundable \$100 Membership Fee in advance of service.
- If service is disconnected for nonpayment, a trip fee of \$25.00 and a reconnect fee of \$25.00 plus all past-due balances will be paid in advance of restoration of service.
- There will be a \$30.00 processing fee charged on all returned checks.

Please print the following information:

APPLICANT'S NAME: _____

MAILING ADDRESS: _____

STATE/ZIP: _____

SERVICE ADDRESS (if different): _____

EMAIL ADDRESS: _____

LOCAL PHONE: _____ **WORK PHONE:** _____

DRIVER'S LICENSE #/STATE: _____

(Please provide.)

PREVIOUS OWNER'S NAME (if known): _____

NUMBER IN FAMILY: _____

NO. OF WELLS: _____

POOL/POND? _____(YES) _____(NO)

NO. OF LIVESTOCK: _____

SPRINKLER SYSTEM? _____(YES) _____(NO)

SPECIAL NEEDS? (Please describe.) _____

**River Acres Water Supply Corporation
CONDITIONS OF SERVICE**

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others under his control.

LIMITATION ON UTILITY PRODUCTION/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). The Utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these state standards. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the utility's tariff and the TCEQ's rules. The utility is not required by law and does not provide fire prevention or fire fighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service received by the Utility, such engineer will be selected by the Utility and the Applicant, and Applicant shall bear all expenses incurred therein.

If an Applicant requires service other than the standard service provided by the Utility, such Applicant will be required to pay all expenses incurred by the Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems. The Utility shall bear all expense related to main over-sizing or additional production, storage, or treatment facilities for individual residential customers.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of the Utility. The Customer will bring out his service line to his property line at a point mutually acceptable to the Utility and the Customer. No water service smaller than 5/8" will be connected.

Except in cases where the customer has a contract with the Utility for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with the Utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises; each shall have separate service lines and meter. For the purposes of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by the Utility (excepting the Customer's individual service lines from the point of connection to Customer's structures on Customer's premises) is and shall remain the sole property of the Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of the Utility.

RIGHT OF ACCESS (EASEMENT): The Utility will have the right of access to the Customer's premises at all times reasonable for the purpose of installing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. This right of access (easement) shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the individual property in question.

PLUMBING RESTRICTIONS: The following undesirable plumbing practices are prohibited by state regulations:

- A. 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 drinking water system by an air-gap only.
- B. 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 only.
- C. No connection which allows water to return to the public drinking water supply is permitted.
- D. 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 for human use.
- E. 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.
- F. All customers' plumbing connected, directly or indirectly, to the public drinking water supply must conform to the most stringent of: (1) the Southern Standard Plumbing Code, (2) the Uniform Plumbing Code, or (3) the National Standard Plumbing Code.

PLUMBING INSPECTION: Applicants for service at new consuming facilities or customers whose facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied or terminated until the certificate is received or any identified violations or hazards remedied. Temporary service may be granted for construction purposes only, but such water may not be used for human consumption. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

APPEAL TO THE BOARD OF DIRECTORS OR TCEQ: Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of the Utility's tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the Utility's Board of Directors. If the matter being appealed concerns extension costs over and above the Utility's normal membership fee and tap fee, the applicant may appeal the Board of Director's decision to the TCEQ. Unless the TCEQ enters interlocutory orders to the contrary, service to an applicant may be delayed until such appeal is resolved.

CUSTOMER BOUND BY CORPORATION BY-LAWS: Notwithstanding any provision herein to the contrary, all customers shall be subject to all requirements of the Utility's corporate bylaws as the same may be amended from time to time.

Please answer the following with a Y (yes), N (no), or NA (not applicable):

- 1) Do you own the property where your water service will be located? _____
- 2) Have you provided proof of ownership? (Example: Copy of Warranty Deed or the first page of the Settlement Statement) _____
- 3) Do you fully understand that only one dwelling, store, rent house, or establishment may be served from one meter as per state law? _____
- 4) Do you fully understand that a monthly minimum water service fee will apply monthly on each meter, regardless of water usage? _____
- 5) Do you reside on the property where your meter is to be located? _____
- 6) Do you agree and understand that as the property owner, you are required to maintain a membership in order to maintain water service to the property, regardless of whether or not a renter resides at the residence? _____
- 7) Do you agree and understand that each renter is required to complete a Rental Agreement Application and submit a \$200 refundable deposit before service is to be provided to such? _____

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH THE UTILITY'S TARIFF AND BYLAWS AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GRANT ALL NECESSARY EASEMENTS AND RIGHTS OF ENTRY AND INSPECTION. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DATE SERVICE IS TERMINATED. I UNDERSTAND THAT SERVICE WILL NOT BE TERMINATED VOLUNTARILY UNTIL I REQUEST IT IN WRITING.

I AGREE TO TAKE NO ACTIONS TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER THE UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. I AGREE TO PUT NO UNUSUAL, NON-DOMESTIC SERVICE DEMANDS ON THE UTILITY SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM THE UTILITY.

I HAVE BEEN MADE AWARE OF THE COPY OF THE UTILITY'S TARIFF (AVAILABLE IN THE RAW'S OFFICE) AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED IN THE FUTURE AND THAT I WILL BE SUBJECT TO SUCH CHANGES.

APPLICANT SIGNATURE: _____

UTILITY REPRESENTATIVE: _____

DATE: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

☐ White, Not of Hispanic Origin
 ☐ Black, Not of Hispanic Origin
 ☐ American Indian of Alaskan Native
 ☐ Hispanic
 ☐ Asian or Pacific Islander
 ☐ Other (Specify)
 ☐ Male
 ☐ Female