

This SERVICE AGREEMENT made this _____ day of _____, 20____, between Hickory Creek Special Utility District a District organized under the laws of the State of Texas (hereinafter called the District) and _____, (Hereinafter called the Applicant and/or Owner). Witnessed:

(Customer Name)

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws and tariff of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said policies, including payment of a Deposit, the Applicant qualifies for an Account as a new applicant or continued Account as a transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's tariff 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. A copy of this agreement shall be executed before service may be provided to the Applicant.

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.

Meters to be furnished and installed by the District shall meter all water. The meter 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, or property, etc., is prohibited.

The District shall have the right to locate a 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 located 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 isolation valves, backflow prevention devices, clean-outs, and the District may specify other equipment as. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This 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 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 water system by an airgap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection, which allows condensing, cooling or industrial process water to be returned 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 on or after July 1, 1988, at any connection, which provides water for human consumption.
- e. No solder or flux, which contains more than 0.2 % lead, may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection, which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a 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 undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically

thereafter. The inspections shall be conducted during the District's normal business hours.

The District hereby notifies the Customer that dual check valves are routinely installed on all new services. The dual check valve creates a closed system for the Customer, which helps to ensure the health and safety of all customers from a possible cross connection contamination. The Customer is warned that as a result of the installation of the dual check valve, the possibility of thermal expansion is present within the customer's closed system. To prevent possible damage or harm from thermal expansion, all customers shall install and maintain adequate thermal and/or pressure relief valves on all hot water heaters attached to the Customer's service lines. For further information regarding the dual check valve, closed systems or the thermal expansion, please contact the District.

The District shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices that have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet all of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant 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 Customer/users 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 are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account. Said guarantee shall pledge any and all Deposit against any balance due the District. Liquidation of said Deposit shall give rise to discontinuance of service under the terms and conditions of the District's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is 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 tariff.

Applicant Signature

Date

Co-Applicant Signature

Date

Approved and Accepted

Date Approved