

**MOUNTAIN WATER SUPPLY CORPORATION  
SERVICE APPLICATION AND AGREEMENT**

DATE: \_\_\_\_\_

Account # \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

ALTERNATE: \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY: \_\_\_\_\_

DRIVERS LICENSE NUMBER OF APPLICANT: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (include name of road, subdivision with lot and block #)

\_\_\_\_\_

PREVIOUS OWNERS NAME AND CURRENT ADDRESS (if transferring membership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACERAGE \_\_\_\_\_

HOUSE SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_

LIVESTOCK & NO. \_\_\_\_\_

LIST SPECIAL SERVICE NEDS OF APPLICANT OR FAMILY MEMBER IF ANY:

\_\_\_\_\_

**NOTE:** FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

NOTE: The applicant and/or member will be responsible for all cost of the installation of the meter. This will include all cost for line extensions from point of existing water line to the meter placement.

SERVICE APPLICATION AND AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ between MOUNTAIN WATER SUPPLY CORPORATION, a Corporation organized under the Laws of the

State of Texas (hereinafter called the Corporation) and \_\_\_\_\_ (hereinafter called the applicant and/or member)

Witnessed:

The Corporation shall sell and deliver water service to the Applicant and Applicant shall purchase and receive water service from the Corporation in accordance with the By-laws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with the said policies, including payment of a Membership Fee as a new Applicant, or continued Membership as a Transferee and thereby may herein after be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's Tariff and upon terms and conditions set forth therein, a copy of which has been provided as an Information packet, for which Member acknowledges receipt hereof by execution of this agreement.

The Board of Directors shall have the authority to cancel the Membership if the Member does not comply with any policy or by non payment of Utility Fees or charges as required by the Corporation's published rates, fees, and conditions of service.

All water shall be metered by meters to be furnished and installed by the Corporation and paid for by the applicant. The meter and/or connection is for the sole use of the Member or Customer and is to serve water to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resale, or sub-meter water to any other person, dwelling, business, and/or property, etc. is strictly prohibited.

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

The Member shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any residential or non-residential facility providing water for human consumption and connected to the Corporation.

By execution hereof, the Member shall hold the Corporation harmless from any and all claims and damages caused by the service interruptions due to waterline breaks by utility or like contractors, tampering by other members/users of the Corporation, normal system failures or other events beyond the Corporations control.

The Member shall grant to the Corporation, now or in the future, any easements, of right of way for the purpose of installing, maintaining, and operation such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the Corporation to extend or improve existing or future members, on such forms required by the Corporation.

SERVICE APPLICATION AND AGREEMENT

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member’s property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon members premises at all times for any purpose connected with or in furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member’s property. Even though the Member pays the cost of the meter and equipment to install service, the meter and equipment between the meter and main pipeline becomes the property of the Corporation.

The Corporation’s authorized employees shall have access to the Members property or premises at all reasonable times for the purpose of inspecting for possible violations of the Corporation’s policies or the Texas Department of Health’s Rules and Regulations. The Corporation strictly prohibits the connection of service pipelines form its water meter to any private well or other unknown water supply.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said applicant owns a Membership. Said guarantee shall pledge any and all Membership fees against balance due the Corporation. Liquidation of said Membership Fee shall give rise to discontinuance of water utility service under the terms and conditions of the Corporation’s Tariff.

By execution of the Service Application and Agreement, Applicant agrees that the 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 Corporation.

Any misrepresentation of the facts by the applicant on any of the preceding pages of this form shall result in the discontinuance of the service pursuant to the terms and conditions of the Corporation’s Tariff.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant/Member

\_\_\_\_\_  
Approved and Accepted

SERVICE AGREEMENT SUPPLEMENTAL

- I. PURPOSE. The Mountain Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Mountain Water Supply Corporation will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
  
- II. PLUMBING RESTRICTIONS. The following unacceptable 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 air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential treats 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.
  - C. No connection which allows 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 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 provided water for human use.
  
- III. SERVICE AGREEMENT. The following are the terms of the service agreement between the Mountain Water Supply Corporation and \_\_\_\_\_.
  - A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
  - B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.
  - C. The Water System shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
  - D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
  - E. The Customer shall, at his expense, properly install, test, and maintain nay backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
  
- IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, 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.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_