

**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 .25% 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 from 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