Barton Water Supply Corporation

Service Application and Agreement

Servio	ce Application	n and Agreemer	nt	Service	e Classification:	
Please print all infor	nation					
Date:						
Applicant's No	ame:					
Email Address:						
Current Billing	Address:		Fu	uture Billing Addı	ress:	
Phone Numbe	•			ork; ()		
Proof of owner	rsnip provided B	y:				
Driver's License	e Number of Ap	plicant:				
Legal Descript	ion of Property:	(include name of road))			
Acreage:			H	ousehold Size: _		
Number in Far	nily:		LI	vestock & Numb	er:	
Special Service	e Needs of Appl	icant:				
Note: Form mu	ust be complete	d by Applicant onl	ly. A map of s	service location	request must b	pe attached.
seeking to participate evaluating your appli	e in this program. You	e Federal Government in ord are not required to furnish against you in any way. He reservation or surname.	h this information,	but are encouraged to	do so. This informa	tion will not be used in
White, not of Hispanic origin	† Black, not of Hispanic origin	† American Indian or Alaskan Native	† Hispanic	† Asian or Pacific Islander	† Other (specify)	† Male † Female
Equal Opportunit	y Program					
 Initials	- <u>—</u> Date			ervice Application evised 10/06)	and Agreemen	† Page 1 of 4

CORPORATION USE ONLY

Date Approved: _

Agreement made this day of	between			
Barton Water Supply Corporation, a corporation organized under the laws of the State of Texas				
(hereinafter called the Corporation) and				
(hereinafter called the Applicant or Member)				

Witnesseth:

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

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff, and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt thereof by execution of this Agreement. **There shall be no extended terms for the payment of the Membership Fee and the Equity Buy-in Fee.** A copy of this agreement shall be executed before service may be provided the Applicant.

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

All water shall be metered by meters furnished and installed by the Corporation. The meter connection is for the sole use of the Member or 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 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 the property and equipment located upon Member's premises at all reasonable and necessary time for any purpose connected with, or in the 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. The member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

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

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- 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 regulations.
- 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 an 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 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 consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member premises are connected to the public water system. The Member shall allow the property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service, and periodically thereafter. These inspections shall be conducted during the Corporation's normal business hours.

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

In the event the total water supply is insufficient for all 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 Corporation's tariff. By executing this agreement, the Applicant hereby shall comply with the terms of said program.

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

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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 operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation'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 Corporation.

Any misrepresentation of the facts by the Applicant on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witness Applicant/Member

Approved and accepted Date approved

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