



SERVICE AGREEMENT

Date: ___/___/___

Service Address: _____

Customer Name: _____

Billing Address: _____

Phone: _____

Email: _____

Closing Date: _____

Check Applicable Items: ___ Residential ___ Commercial ___ Owner ___ Tenant

This agreement is entered into by Travis County Water Control and Improvement District No. 17 ("District") and _____ ("Customer"), for water and/or wastewater service at the above address.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water system construction or configuration. The District enforces these rules to ensure public health and welfare.

RESTRICTIONS- The following unacceptable 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, including wells, 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 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 provides water for human use.

The Customer acknowledges that the system water pressure may vary **widely** from time to time depending upon equipment configuration and water demand. **A properly functioning pressure relief valve (PRV) is required to be installed by the Customer on all District connections.**

The District shall sell and deliver water service to the Customer and the Customer shall purchase, receive, and/or reserve water service from the District in accordance with the rules, policies, and rate structure of the District as amended from time to time by the Board of Directors.

All water shall be metered by meters installed and owned by the District. The meter and/or connection is for the sole use of the 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, resell, or sub-meter water to any other persons, dwellings, business, and/or property, is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on or near the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon the Customer's premises at all reasonable times for any purpose connected with its operations, and upon discontinuance of service, the District shall have the right to remove any of its equipment from the Customer's property. The District may trim landscaping, clear debris, or otherwise ensure clear access to meters.

The District's authorized employees shall have access to the Customer's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible violations of the District's policies and to ensure compliance with the state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards.

The District has adopted the 2009 Edition of the Uniform Plumbing Code (Code) with local amendments which shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or uses of any plumbing system connected to, or to be connected to, the District's water or wastewater system. All plumbing work done in the district shall meet the requirements set forth in this Code with the exception of those properties in the Cities of Austin or Lakeway which shall comply with the 2006 International Residential Code as required by state law. Commercial properties in the City of Lakeway shall comply with the 2009 Edition of the Uniform Plumbing Code. Plumbing permits are required for all residential and commercial construction, irrigation and pool system installation.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, all Customers are required to comply with any water rationing plan indicated by the District.

The Customer 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 District.

The Customer agrees to grant to the District any required easements or rights-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the provision of Utility service to existing or future customers. The District will attempt to restore the Customer's property to its original condition after installation or repairs. This easement must be in such form as is required by the District. The Customer agrees not to interfere with the District's employees in the discharge of their duties. The Customer will not permit anyone except District employees to tamper with or interfere with any of the District's equipment installed on the Customer's premises.

By execution of this agreement, the Customer 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 customers/users of the District system, normal failures of the system, or other events beyond the District's control.

The Customer also hereby agrees to waive, release, and hold the District harmless from any claims and damages resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief valves, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

By execution of the Service Agreement, the Customer shall guarantee payment of all other rates, fees, and charges due. Bills are mailed by the 25th of each month, payments must be in the office by 5:00 p.m. on the due date of the following month. A 10% penalty is added after the due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the bill becomes two (2) billing cycles delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill(s) was/were not received.

If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Copies of all testing and maintenance records shall be provided to the District. Any expense associated with the enforcement of this agreement shall be billed to the Customer.

Customer Signature

Date