



**SERVICE AGREEMENT**

Date: \_\_\_/\_\_\_/\_\_\_

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Closing Date: \_\_\_\_\_

Check Applicable Items: \_\_\_\_\_ Residential

\_\_\_\_\_ Commercial

\_\_\_\_\_ Age over 65

\_\_\_\_\_ Owner

\_\_\_\_\_ Tenant

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 to be furnished and installed 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, 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 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'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 Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The District strictly prohibits the connection of the service pipelines from its water service meter to any private well or other unknown water supply.

The District has adopted the 2000 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 International Residential Code as required by state law. Commercial properties in the City of Lakeway shall comply with the 2000 Edition of the Uniform Plumbing Code.

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 use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or facility providing water for human consumption and connected to the District's system.

The Customer agrees to grant to the District an easement/right-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 may 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 equipment installed on the Customer's premises.

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.

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 checkvalves, 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 60 days delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill (s) was 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.

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*Customer Signature*

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*Date*