



SERVICE AGREEMENT

Date: ___/___/___

Service Address: _____

Customer Name: _____

Billing Address: _____

Phone: _____

Email: _____

Start 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. By making such application, you represent that you are duly authorized to request water and/or wastewater service to such service address and to make the agreements set forth in this Service Agreement. Your acceptance of service to such address shall be taken as your agreement as the "Customer" to the following:

1. **To avoid service disruption/termination, please review, sign and return this agreement to the District 17 office within ten (10) business days of start date.**
2. The Customer shall guarantee payment of all applicable rates, fees, and charges due for service delivered by 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. Payments must be in the office by 5:00 p.m. on the due date. A 10% penalty is added to the account balance after the due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the account 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. Bills are mailed by the 25th of each month,
3. The Customer shall install, maintain and repair, at their own expense, a service line from the water meter to the point of use, including any customer service isolation valves, pressure regulating valve, backflow preventers, and other equipment as may be specified by the District.
4. After service commences in the name of the Customer, such service shall be deemed to continue until the District is notified that service should be discontinued. Rates and charges will continue to accrue to Customer's account until such notice is given and may result in collection activity to recover unpaid amounts against Customer, the filing of a lien on the premises, or both.
5. In the event of errors in the amount billed for customer currently receiving service, the amounts due to or from customer shall be subject to retroactive adjustment for a period of not more than four (4) years prior to the date the error or inaccuracy is discovered if the error caused the customer to be overbilled, or a period of not more than six (6) months if the error caused the residential customer to be underbilled; or a period of twelve (12) months prior to the date the error is discovered for commercial customer who is under-billed. This applies only to customers currently receiving service, unless the discovery is less than ninety (90) days after service has been terminated for any reason for the accounting question.

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.

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's Rules and Policies are available online at www.wcid17.org, or may be viewed at the District Office located at 3812 Eck Lane, Austin, TX 78734.

The District has adopted the 2015 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, Lakeway, or Bee Cave which shall comply with the current city ordinance as required by state law. Commercial properties in the City of Lakeway shall comply with the 2015 Edition of the Uniform Plumbing Code. **Plumbing permits are required for all residential and commercial construction, water heaters, water softeners, irrigation and pool system installation.** For new construction, service shall not be transferred to the Customer from the Builder until an approved final plumbing inspection is received by the appropriate inspection office.

Customers shall comply with the current District Water Conservation and Drought Contingency Plan. 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 acknowledges that the system water pressure may vary **widely** from time to time depending upon equipment configuration and water demand. **A properly functioning customer shut off valve and pressure relief valve (PRV) is required to be installed and maintained by the Customer on all District connections.**

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. 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.

The Customer also hereby agrees to waive, release, and hold the District harmless from any claims, damages or service interruptions resulting from system outages, waterline breaks, tampering, 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.

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 0.25% 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.

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