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## MAXWELL WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

Date: \_\_\_\_\_  
Applicant's  
Name: \_\_\_\_\_

911 ADDRESS OF PROPERTY  
: \_\_\_\_\_

Phone/Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Previous owner's name (if transferring membership)

\_\_\_\_\_

MAXWELL WATER SUPPLY CORPORATION  
PO BOX 158  
MAXWELL, TEXAS 78656-0158  
(512) 357-6253 FAX (512) 357-0152  
RE: INDIVIDUAL SERVICE AGREEMENT

1. Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between MAXWELL WATER SUPPLY CORPORATION, a Corporation organized under the laws of the State of Texas (hereinafter the Corporation) and \_\_\_\_\_ (hereinafter the

Member) located at \_\_\_\_\_.

2. The Corporation shall sell and deliver metered water to the Applicant and the Applicant

shall purchase metered water 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 said policies and payment of all fees, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee.

3. 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 this agreement shall be executed before service may be provided to the Applicant.

4. 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. The Member agrees to pay the monthly charges for service as prescribed in the Corporation's tariff.

5. As a condition of Membership, 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, or such forms as are required by the Corporation.

6. Fees to be paid to the Corporation prior to initiation of service are listed below and subject to change in accordance with paragraph #2 of this Service Agreement.

1. <b>Membership Fee</b>	<b>\$</b>	<b>100.00</b>
2. <b>Labor &amp; Materials</b>	<b>\$</b>	<b>815.00</b>
3. <b>Engineering/Administrative Fees</b>	<b>\$</b>	<b>200.00</b>
4. <b>Front End Capital Contribution Fee</b>	<b>\$</b>	<b>3500.00</b>
5. <b>Single Meter Application Fee</b>	<b>\$</b>	<b>50.00</b>
6. <b>Customer Service Inspection Fee</b>	<b>\$</b>	<b>75.00</b>
7. <b>Easement Filing Fee</b>	<b>\$</b>	<b>26.00</b>
		<b>TOTAL- \$4766.00</b>

7. Member agrees to pay monthly charges of: \$27.50 minimum (0 gallons); plus \$7.00 per

1,000 gallons (0 gallons to 10,000 gallons) | \$7.25 per 1,000 gallons (10,001 gallons to 15,000 gallons); \$7.50 per 1,000 gallons (15,001 gallons to 20,000 gallons); and \$7.75 per 1,000 gallons (over 20,001 gallons). **Payment must be received on or before the close of business the 15<sup>th</sup> day of each month. A late charge of \$20.00 will be added to the next monthly bill for Members not paying by the close of business the 15<sup>th</sup> of each month.**

8. Members owning more than one Membership will keep all accounts current. Failure to maintain current status on any one account will result in discontinued service of all accounts owned.

9. Payment is due upon receipt of bill and considered late if not received in Maxwell's office or postal address by the 15<sup>th</sup> of the month. A \$20 penalty will be added for payment received after the 15<sup>th</sup> of the month. Failure to pay delinquent balance by the 25<sup>th</sup> is subject to disconnection.

10. The Member is responsible for submitting accurate water meter readings along with the payment. Failure to submit a monthly reading by the 15<sup>th</sup> will result in a \$50.00 non-meter reading charge.

11. Multiple connections to a single tap are prohibited. Sub-metering or charging a fee to another person shall be considered as a multiple connection and result in discontinuance of service. Service will also be discontinued for tampering with a water meter, bypassing a meter, or in any other way receiving non-metered water.

12. All water shall be metered by meters to be 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 only one (1) business and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other person, dwellings, business, or property, etc.

13. The Corporation shall have the right to locate a water 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 Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operation, 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 provide access to the meter at all times for the purpose of reading, installing, checking, repairing, or replacing the meter. Member shall allow the Corporation to place a Corporation lock on gates where the meter is located inside the Member's fenced property and gates are kept locked. The Member shall install at their own expense any necessary service lines from the Corporation's meter to the point of use, including any customer service isolation valves, back-flow 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 and other undesirable plumbing practices.

14. The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The Member shall see that all plumbing connections shall be made to comply with the TEXAS DEPARTMENT OF HEALTH rules and regulations. All connections shall be designed to ensure against back-flow or siphonage into the corporation water supply. This Service Agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public's health and welfare. The following undesirable plumbing practices are prohibited by State regulations:

a. No direct connection between the public drinking water supply and 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 back-flow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with State plumbing codes.

b. No cross-connections between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water

Individual Service Agreement

Page 4

supply shall be eliminated at the service connection by the proper installation of

an air-gap or a reduced pressure-zone back-flow prevention assembly, and a service agreement must exist for annual inspection and testing by a certified back-flow 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 pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988 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 installation or repair of plumbing on or after July 1, 1988 at any connection which provides water for human consumption.

f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

15. The Corporation shall maintain a copy of this agreement as long as the Member and/or the premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

16. The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any back-flow 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 properly install, test, and maintain an appropriate back-flow prevention device at the service connection. Any expense associated with the enforcement of this agreement shall be billed to the Member.

17. The Corporation ownership, maintenance responsibility, and liability ends at the Corporation meter. If the Corporation is called out to check on a leak in the meter box and the leak is found to be on the Member's side of the meter, a \$30.00 Service Call will be added to the Member's water bill.

18. The Member is required to provide a working cut off valve on the Member's side of the meter. The Member **will not use** the Corporation's angle stop. The cost of repair for damages to Corporation equipment by the Member will be paid by the Member.

19. Effective September 1, 1991 the Texas Water Commission requires that the Corporation charge a 0.5 percent tax on water consumed.

20. In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Drought Contingency Plan/Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

21. By the 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 Member/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

22. 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

Individual Service Agreement

Page 5

Corporation. Liquidation of said Membership Fee shall give rise to discontinuance of

service under the terms and conditions of the Corporation's tariff.

23. 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.

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

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Member's Signature