

West Brazos Water Supply Corporation Service Application & Agreement

Please Print

Date _____

Applicant's Name _____

Current Billing Address:

Future Billing Address:

Home Phone # _____

Proof of Ownership by _____

Drivers License # of Applicant _____

Legal Description of Property (Include Name of road, subdivision with lot & block #)

Previous Owners Name & Address (If transferring membership)

Acreage _____

Number in Family _____

Social service needs of Applicant _____

Note: Form must be completed by Applicant only. A map of service location request must be attached

Make all Checks payable to West Brazos W.S.C.

Please return to:

West Brazos W.S.C.

7025 Sanger Ave.

Waco, Texas 76710

Membership Fee- \$ 250.00

Capital Improvements Fee- \$ 2,750.00

Agreement made this _____ day of _____, 20 _____ between West Brazos W.S.C., a corporation organized under the laws of the State of Texas and _____ as applicant and/or member.

The Corporation shall sell and deliver water service to the applicant and the applicant shall purchase, receive, and/or reserve water service 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 with said policies, including payment of a membership fee, the Applicant qualifies for membership as a new applicant or continued membership as a transfer and thereby may hereinafter be called a member.

The member shall pay the Corporation for service as determined by the corporation's Tariff and upon the terms and conditions set forth therein, a copy of which has been prove provided as an information packet if needed, for which member acknowledgements receipt of by execution of this agreement.

The Board of Directors shall have the authority to cancel the membership of any member not complying with any policy or not paying any utilities fees or charges as required by the Corporation's published rate, fee, and conditions of service.

If this agreement is completed for the purpose of assigning water service as part of a rural water domestic water system loan project contemplated with Farmers Home Administration, an Applicant shall pay an indication of interest fee in lieu of a membership fee for the purpose of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing either a new water system or expanding the facilities of an existing water system.

The applicant thereby agrees to obtain, utilized, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall qualify as a member, and the indication of interest fee shall then be converted by the Corporation to a membership fee. Applicant further agrees to pay, upon becoming a member, the monthly water charges for such service as prescribed in the Corporation's published rates, fee and conditions of service. Any breach of this agreement shall give cause for the corporation to liquidate, as damages; the fees previously paid as an indication of interest. In addition to any indication of interest fees forfeited, the corporation may assess a lump sum of \$ 300.00 as liquidated damages to defray any losses incurred by the corporation .if delivery of said service to said location is deemed infeasible by the corporation as part of the project, the applicant shall be denied membership in the corporation and the indication of interest fee, less expense, shall be refunded. The applicant may re-apply for service at a later date under the terms and conditions of the corporate policies. For the purpose of this agreement, an indication of interest fee shall be of an equal to the corporation's membership fee.

All meters shall be metered by meters furnished and installed by the corporation, the meter and/or connection is for the sole use of the member or customer, and is to serve water to one (1) dwelling, or one (1) business. Extension of pipe or pipes to transfer water from property to another to share, resell, or sub-meter water to any other persons, dwellings, business and/or property, is strictly prohibited.

In the event the total water supply is insufficient to meet all of the needs 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 corporations Drought Contingency Plan. By executing of this agreement the applicant hereby shall comply with the term of said program.

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 supply by an air-gap or an appropriate backflow prevention device. 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 installation of an air-gap or reduced pressure-zone backflow prevention device. No connection, which is allows water to be returned to the public drinking water supply, is permitted.

The member 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 corporation. No pipe or 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. 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.

By execution of this agreement, the Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal systems failures, and the applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to water line breaks by utility or like contractors, tampering by other members/users of the corporation: normal failure of the system, and/or other events beyond the Corporation's control.

The member shall grant the corporation, now or in the future, any easements of right of way for the purpose of installing, maintaining, and operating such pipe lines, meter valves, and other such equipment which may be deemed necessary by the corporation to extend or improve service for existing of future members. This shall be on such forms as required by the corporation.

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 its property and equipment located on the members premise at all reasonable times 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 members property.

The corporation authorized employees or contractors shall have access to the member's property or premise at all reasonable times for the purpose for inspecting for possible violations of the corporation's policies or Texas Commission of Environmental Quality Rules and regulations. The Corporation strictly prohibits the connections of service pipelines from its water service meter to any private well or other unknown water supply.

By execution of this service application and agreement, 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 fact by the applicant on any of the four (4) pages of this form shall result in the discontinuance of service pursuant to the terms and conditions of the corporation's tariff.

Applicant/ Member Signature

Date approved and accepted