

**EL OSO / FASHING PEGGY WATER SUPPLY CORP.
SERVICE APPLICATION AND AGREEMENT**

P.O. BOX 309

KARNES CITY, TEXAS 78118

Office: (830) 583-3543 Fax: (830) 583-3550 Payment: (830) 254-5375

Physical Address: 4098 S. Hwy 181, Kenedy, Texas 78119

Email address: elosowsc@elosowater.com

Please Print: DATE _____

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____
Serial Number: _____
Reading: _____
Date Meter Installed: _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER - Home (_____) _____ - _____
Cell (_____) _____ - _____

Work (_____) _____ - _____
Email Address: _____

Service will be for: Household _____ Livestock _____ Business _____
Acreage _____ Number in Family _____ Household Size _____ Livestock & Number _____
Legal Description of Property (Include name of road, directions, subdivision with lot and block number)

Does water well service the property? _____ Yes _____ No

Special Service needs of: _____ Yes _____ No Explain: _____

Proof of ownership provided by _____

Previous owner's name & address if transferring membership _____

I (we) agree to grant a right-of-way easement on my property to the Corporation for the purpose of installing, maintaining and operating such pipelines, meters, valve and any other equipment which may be deemed necessary for the Corporation on such form as required by the Corporation. I (we) further agree to abide by the terms of the service Agreement, Tariff, and By-Laws of this Corporation.

Applicant's Signature

Co-Applicant's Signature

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED AND **A COPY OF THE DEED TO SHOW OWNERSHIP.**

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against s seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual s on the basis of visual observation or surname.

White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native Hispanic Asian or Pacific Islander Other (Specify) Male Female

This institution is an equal opportunity provider/Esta institucion es un proveedor de servicios con igualdad de oportunidades.

AGREEMENT made this _____ day of _____, _____, between

El Oso Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member),

Witnessed:

The Corporation shall sell and deliver water and/or wastewater service to thee and the shall purchase, receive, and/or reserve 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 or continued Membership as a transferee and thereby may hereinafter be called a Member.

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 which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the applicant.

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.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes 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
 - 1) A new water system or
 - 2) Expanding the facilities of an existing water system.

The applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. , upon qualification for service under the terms of the Corporation's policies, shall further qualify as member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. 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 service to said location is deemed infeasible by the Corporation as a part of this project, the applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

_____ Initial

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 upon Member's premises at all reasonable and necessary 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 Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow 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, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

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 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 the public, drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25% lead of the wetted surface exists in private water distribution facilities installed on or after January 4, 2014.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

SERVICE AGREEMENT. The following are the terms of the service agreement between the Corporation and member:

- a. The Water System will maintain a copy of this agreement as long as the Member/Applicant and/or the premises is connected to the Water System.

The Member/Applicant shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.

- b. The Water System shall notify the Member/Applicant in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic reinsertion.
- c. The Member/Applicant shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- d. The Member/Applicant shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System, within thirty (30) days of notice from the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

ENFORCEMENT. If the Member/Applicant fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or property install, test, or maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

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 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.

By 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.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members.

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. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the agrees that non-compliance with the terms of this agreement by said 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 facts by the Applicant on any of the five pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Applicant

Co-Applicant

Approved and Accepted

Witnesseth

Date Approved and Accepted

***EL OSO WSC IS NOT RESPONSIBLE FOR LEAKS ON PERSONAL SIDE OF
METER/PROPERTY.***

_____ Initial

NOTICE TO CUSTOMERS CONCERNING WATER PRESSURE HAZARD

Member expressly acknowledges that El Oso may install a check valve or other backflow device at the meter serving member's property, and that such device will contain water pressure within member's private plumbing system. Member further acknowledges and understands that a properly operating pressure relief valve must be installed by member and maintained by member at all times on member's water heater. Member understands that failure to maintain a properly operating pressure relief valve on a water heater is a dangerous practice that can result in personal injury and property damage. Member hereby agrees to waive, release, and hold El Oso harmless from any claims and damages resulting from malfunctioning failure, or absence of check valve, backflow prevention devices, and pressure relief valves on water heaters, including without limitation, damages to person or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, and including those allegedly attributed to the negligent acts or omissions of the corporation.

Effective January, 2016

Customer/ Member's Signature

Customer / Member (PRINT NAME)

Dated: _____

WATER METER ASSEMBLIES

El Oso WSC maintains the curb stop on our side of water meter. Do not use this valve to cut your water on and off. All new meter assemblies come equipped with a customer cut-off between the meter and the customer's side. However, some older assemblies may not have a cut-off valve. If your meter assembly is not equipped with a cut-off valve we strongly encourage you to have one installed by a licensed plumber before you have a major leak and subsequent large water loss on your side of the line. Additionally, El Oso's responsibility for the service ends at the water meter. All fittings and assemblies (pressure regulators, home filters, etc.) ahead of the water meter on the customer's side are the customer's responsibility. (This includes personal cut-off valve).

I acknowledge receipt and understand the above stated rule.

Customer / Member's Signature

Dated: _____

Customer / Member's Signature

Dated: _____

Employee's Signature

Dated: _____