

**Utilities Investment Company, Inc.
DBA YAUPON COVE WATER CO.
P.O. Box 279
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APPLICATION FOR SERVICE/ SERVICE AGREEMENT

NAME OF APPLICANT _____

SERVICE ADDRESS _____
(MUST INCLUDE SECTION/BLOCK AND LOT NUMBER)

CITY _____ STATE _____ ZIP _____

BILLING ADDRESS _____
(If different from service address)

CITY _____ STATE _____ ZIP _____

SUBDIVISION _____

PHONE (____) _____ (____) _____
HOME WORK

SS# _____ DL# _____

DEPOSIT AMOUNT _____ DEPOSIT DATE _____

DATE SERVICE TO START _____

CHECK APPLICABLE ITEMS:

TYPE OF SERVICE: WATER _____ SEWER _____

RESIDENTIAL _____

MUST SELECT ONE OF THE OPTIONS BELOW:

COMMERCIAL _____

OWNER _____ RENTER _____

COMMERCIAL WATER METER SIZE-STANDARD _____ OTHER _____ (STATE SIZE)

ALL INFORMATION ABOVE MUST BE FILLED OUT COMPLETELY TO ESTABLISH SERVICE

WATER REGULATIONS

PURPOSE: THE UTILITY IS RESPONSIBLE FOR PROTECTING THE DRINKING WATER SUPPLY FROM CONTAMINATION OR POLLUTION, WHICH COULD RESULT FROM IMPROPER PLUMBING PRACTICES. THE PURPOSE OF THIS SERVICE AGREEMENT IS TO NOTIFY CUSTOMER OF THE PLUMBING RESTRICTIONS, WHICH ARE IN PLACE TO PROVIDE THIS PROTECTION. THE UTILITY ENFORCES THESE RESTRICTIONS TO ENSURE THE PUBLIC HEALTH AND WELFARE. EACH CUSTOMER MUST SIGN THIS AGREEMENT BEFORE THE UTILITY WILL BEGIN SERVICE. IN ADDITION, WHEN SERVICE TO AN EXISTING CONNECTION HAS BEEN SUSPENDED OR TERMINATED, THE UTILITY WILL NOT RE-ESTABLISH SERVICE UNLESS IT HAS A SIGNED COPY OF THE AGREEMENT.

THE UTILITY AGREES TO SELL AND DELIVER WATER TO THE CUSTOMER AND THE CUSTOMER AGREES TO PURCHASE AND RECEIVE WATER FROM THE UTILITY IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE UTILITY AS INCLUDED IN ITS APPROVED TARIFF ON FILE WITH THE UTILITY AND THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION.

ALL WATER WILL BE MEASURED BY METERS THAT ARE FURNISHED, INSTALLED, OWNED AND MAINTAINED BY THE UTILITY. THE METER AND OR CONNECTION IS FOR THE SOLE USE OF THE CUSTOMER TO SERVE WATER TO ONE DWELLING, BUSINESS OR PROPERTY. THE CUSTOMER SHALL NOT SHARE, RESALE, OR SUBMETER WATER TO ANY OTHER DWELLING, BUSINESS, PROPERTY, ETC. WITHOUT THE SPECIFIC WRITTEN AUTHORIZATION OF THE UTILITY AND IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

THE UTILITY HAS THE RIGHT TO LOCATE A WATER SERVICE METER AND PIPE NECESSARY TO CONNECT THE METER ON THE PROPERTY OF THE CUSTOMER. THE CUSTOMER WILL ALLOW THE UTILITY ACCESS AT ALL REASONABLE TIMES TO ITS PROPERTY AND EQUIPMENT LOCATED UPON CUSTOMERS PREMISES FOR THE LIMITED PURPOSE OF READING THE WATER METER, REPAIRING OR REPLACING EXISTING FACILITIES AND THE INSPECTION OF CUSTOMERS FACILITIES TO CHECK FOR ILLEGAL CONNECTION OR UNSAFE PLUMBING PRACTICES OR CROSS CONNECTIONS, IN COMPLIANCE WITH THE REQUIREMENT OF THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."

THE CUSTOMER WILL INSTALL, AT THEIR OWN EXPENSE, A SERVICE LINE FROM THE WATER METER TO THE POINT OF USE WHICH INCLUDES A CUTOFF VALVE ON THE CUSTOMER SIDE OF THE WATER METER. THE CUSTOMER WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE SERVICE LINE. THE CUSTOMER SHALL HOLD THE UTILITY HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGE TO REAL OR PERSONAL PROPERTY OCCURRING FROM THE POINT THE CUSTOMER TIES ON TO THE WATER METER TO THE FINAL DESTINATION OF THE LINE INSTALLED BY THE CUSTOMER.

THE CUSTOMER AGREES TO GRANT TO THE UTILITY 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 THE UTILITY SERVICE TO THAT CUSTOMER. THE UTILITY 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 UTILITY. THE CUSTOMER AGREES NOT TO INTERFERE WITH THE UTILITY'S EMPLOYEES IN THE DISCHARGE OF THEIR DUTIES. THE CUSTOMER WILL NOT PERMIT ANYONE EXCEPT THE UTILITY'S EMPLOYEES TO TAMPER WITH OR INTERFERE WITH ANY EQUIPMENT INSTALLED ON THE CUSTOMERS PREMISES.

PLUMBING REGULATIONS

THE FOLLOWING UNDESIRABLE PLUMBING PRACTICES ARE PROHIBITED BY STATE REGULATION.

- A. NO DIRECT CONNECTION BETWEEN THE PUBLIC DRINKING WATER SUPPLY AND A POTENTIAL SOURCE OF CONTAMINATION IS PERMITTED. POTENTIAL SOURCE 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.
- 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 8.0% LEAD MAY BE USED FOR THE INSTALLATION OR REPAIR OF PLUMBING AT ANY CONNECTION.
- 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.
- F. NO PLUMBING FIXTURE SHALL BE INSTALLED WHICH IS NOT IN COMPLIANCE WITH A STATE APPROVED PLUMBING CODE.

SERVICE AGREEMENT

THE FOLLOWING ARE THE TERMS OF THE SERVICE AGREEMENT BETWEEN THE UTILITY AND THE CUSTOMER.

- A. THE WATER SYSTEM WILL MAINTAIN A COPY OF THIS AGREEMENT AS LONG AS THE CUSTOMER AND/OR THE PREMISES IS CONNECTED TO THE WATER SYSTEM.
- B. THE CUSTOMER SHALL ALLOW HIS PROPERTY TO BE INSPECTED FOR POSSIBLE CROSS-CONNECTIONS AND OTHER UNDESIRABLE PLUMBING PRACTICES. THESE INSPECTIONS SHALL BE CONDUCTED BY THE WATER SYSTEM OR ITS DESIGNATED AGENT PRIOR TO INITIATING SERVICE AND PERIODICALLY THEREAFTER. THE INSPECTION SHALL BE CONDUCTED DURING THE WATER SYSTEMS NORMAL BUSINESS HOURS.
- C. THE WATER SYSTEMS SHALL NOTIFY THE CUSTOMER IN WRITING OF ANY CROSS-CONNECTIONS OR OTHER UNDESIRABLE PLUMBING PRACTICE WHICH HAS BEEN IDENTIFIED DURING THE INITIAL INSPECTION OR THE PERIODIC RE-INSPECTION.
- D. THE CUSTOMER SHALL IMMEDIATELY CORRECT ANY UNDESIRABLE PLUMBING PRACTICES ON HIS PREMISES.
- E. THE CUSTOMER SHALL, AT HIS EXPENSE, PROPERLY INSTALL, TEST AND MAINTAIN ANY BACKFLOW PREVENTION DEVICE REQUIRED BY THE WATER SYSTEM. COPIES OF ALL TESTING AND MAINTENANCE RECORDS SHALL BE PROVIDED TO THE WATER SYSTEM.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH THE UTILITY'S TARIFF AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DATE SERVICE IS TERMINATED. I UNDERSTAND THAT SERVICE WILL NOT BE TERMINATED VOLUNTARILY UNTIL I REQUEST IT IN WRITING.

ENFORCEMENT: IF THE CUSTOMER FAILS TO COMPLY WITH THE TERMS OF THE SERVICE AGREEMENT, THE WATER SYSTEM SHALL, AT ITS OPTION, EITHER TERMINATE SERVICE OR PROPERLY INSTALL, TEST, AND MAINTAIN AN APPROPRIATE BACKFLOW PREVENTION DEVICE AT THE SERVICE CONNECTION. ANY EXPENSES ASSOCIATED WITH THE ENFORCEMENT OF THIS AGREEMENT SHALL BE BILLED TO THE CUSTOMER.

CUSTOMER SIGNATURE _____ **DATE** _____