

NEW HOPE SPECIAL UTILITY DISTRICT

413 CR 2651

MINEOLA, TEXAS 75773

SERVICE APPLICATION AND AGREEMENT

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

PHYSICAL ADDRESS FOR WATER SERVICE

BILLING ADDRESS

PHONE NUMBER – HOME _____ WORK _____

RENT _____ LANDLORD'S NAME _____

OWN _____ LANDLORD'S ADDRESS _____

LEGAL DECRPTION OF PROPERTY (Include road number, subdivision lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants 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 applicants 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 _____

AGREEMENT made this _____ day of _____, 20 _____, between New Hope Special Utility District, a political subdivision organized under the laws of the State of Texas (hereinafter called the District) and _____, (hereinafter called the Applicant or Customer).

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws or tariff of the District as amended from time to time by the Board of Directors of the District.

The Applicant shall pay the District for service hereunder as determined by the District's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Applicant and is to provide service to only one (1) dwelling and/or business. Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc. is prohibited.

The District shall have the authority to discontinue service to any customer for not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, the District shall not re-establish service unless it has a current, signed copy of this agreement.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District and shall have access to its property and equipment located on the Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service, the District shall have the right to remove its equipment from the Customer's property. The Customer shall install at their own expense any necessary customer service isolation valves, pressure reducing valves, back flow prevention devices, clean outs and other equipment as may be specified by the District.

The District 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 District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District can provide service. In addition, when service to an existing service has been suspended or terminated, the District 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 be 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-connection between the public drinking water supply is permitted. These potential threats to the public drinking water 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 0.25% lead may be used for the installation or repair of plumbing or 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 the installation or repair of plumbing or at any connection which provides water for human consumption.

SERVICE AGREEMENT: The following are terms of the service agreement between New Hope Special Utility District and (Name of Applicant) _____

The District shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system.

ENFORCEMENT: If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option, either, terminate service or properly install, test and maintain an appropriate back flow device at the service connection. Any expense associated with the enforcement of this Agreement shall be billed to the Customer.

The District shall install a customer isolation valve outside of the meter box on all new connections for the use of the Customer. Any repair or maintenance of the valve in the future shall be the responsibility of the Customer.

In the event the total water supply is insufficient to meet the needs of all the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District'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 District 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 customers/user of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves and other equipment which may be deemed necessary by the District to extend or improve service for existing or future customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees and charges due on any account for which said Applicant is a Customer of the District. Said guarantee shall pledge any and all Deposit Fees against any balance due to the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the District's tariff.

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 District.

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

Applicant Signature

Date

Approved