

**COLEMAN COUNTY SPECIAL UTILITY DISTRICT
214 SANTA ANNA AVE.
COLEMAN, TX 76834
(325) 625-2133 FAX (325) 625-2213**

SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 20____, between **Coleman County Special Utility District (SUD)**, a District organized under the laws of the State of Texas (herein after called the SUD) and _____, (herein after called the Customer.

WITNESSETH:

The SUD agrees to sell and deliver water to the Customer and the Customer agrees to purchase, receive, and/or reserve service from the SUD in accordance with the bylaws and rules and regulations of the SUD as amended from time to time by the Board of Directors of the SUD.

The Customer shall pay the SUD for service hereunder at the rates and upon the terms and conditions set forth in the service policy adopted from time to time by the SUD's Board of Directors.

The Customer shall be **responsible for all water** that passes through and is registered on the meter and pay the SUD according to the rates and upon the terms and conditions set forth in the service policy adopted from time to time by the Board of Directors.

The Customer shall be **responsible for all connections past the meter** and any expenses incurred by the SUD for repair and/or maintenance necessary to service of the Customer and not a direct result of SUD actions or inactions.

The Board of Directors shall have the authority to discontinue service of any customer in the event of non-payment of any charges or assessments owing by any Customer with thirty (30) days after demand for payment by mail, properly addressed to such delinquent Customer.

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

The SUD 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 SUD, and shall have access to its property and equipment located upon the Customer'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 SUD shall have the right to remove any of its equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the SUD's facilities and equipment to the point of use, including any customer service isolations valves, backflow prevention devices, and other equipment as may be specified by the SUD. The SUD shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The SUD shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system. 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 SUD or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during SUD's normal business hours. The SUD shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device as required. Failure to comply with the terms of this service agreement shall cause the SUD to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expense associated with the enforcement of the agreement shall be billed to the Customer. By execution hereof, the Customer shall hold the SUD harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/users of the SUD, normal failures of the system, or other events beyond the SUD's control.

The Customer shall grant to the SUD, 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 SUD to extend or improve service for existing Customers, future Customers or System Wide Service. On such forms as are required by the SUD.

The SUD is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The SUD shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing 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 proper installation of an air gap or a reduced pressure-zone backflow prevention assembly.
- 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 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 the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

If the Customer fails to comply with the terms of the Service Agreement, the SUD shall, as 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 the agreement shall be billed to the Customer.

Applicant's Name (print)

Co-Applicant's Name (print)

Applicant's Signature

Co-Applicant's Signature