

Birch Creek Water Supply Corporation
Physical Address 107 Lake Dr. Ste. 200
Mailing Address – 472 Barbara
Somerville, Texas 77879
979-535-8085

WATER SERVICE AGREEMENT

Date_____ Phone #_____ meter #_____

Customer Name_____ Account #_____

Service Address_____ Transfer fee _____

BILLING ADDRESS IF DIFFERENT

Address_____

City, State, Zip_____

☐x Residential ☐ Commercial Meter size
☐ Owner ☐ Tenant Standard ☐ Other ☐ (size)

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 meter which is 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, resell, or sub meter 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 meter and the pipe necessary to connect the meter on the property of the Customer at a point mutually agreeable to both the Utility and the Customer. The Customer will allow the Utility access at all reasonable times to its property and equipment located upon Customer's premises for the limited purposes of reading the water meter, repairing or replacing existing facilities and the inspection of Customer's facilities to check for illegal connections or unsafe plumbing practices or cross-connections, in compliance with the requirements of the Texas Natural Resource Conservation Commission's Rules and Regulations for Public Water Systems.

(Over)

The Customer will install, at his own expense, a service line from the meter to the point of use which includes a cutoff valve on the Customer's side of the water meter. The Customer will be responsible for maintenance and repair of the service line. The use of pipes or fittings that contain more than .25% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential connection which provides water for human consumption and connected to the water supply. 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 the water meter to the final destination of the line installed by the Customer.

The Customer agrees to grant the Utility an 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 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 employee to tamper with or interfere with any of the equipment installed on the Customer's premises.

COMMERCIAL CUSTOMERS

1. Please describe the commercial operations to be served.

_____ N/A _____

2. Will operations place unique, non-standard service demands upon the system or require special facilities?

☒ No ☐ yes If yes, please describe. _____

The Customer has been shown a copy of the Utility's Texas Natural Resource Conservation Commission approved tariff and agrees to pay the rates in the tariff and abide by the requirements in this agreement.

Signature: _____

Customer

\$ 50.00 _____ Deposit collected

Service to be connected at the service location on or about _____, 20____, but no later than 5 days from the date this agreement is accepted by the Utility.

\$75.00 water transfer fee collected on _____, 20____.

Signature _____

Utility Representative