



PO BOX 29 / 5510 123 Bypass
Seguin, TX 78156-0029
(830) 379-7683

OFFICE USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____

SERVICE APPLICATION AND AGREEMENT

Please Print: DATE: [Click here to enter a date.](#)

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

SERVICE ADDRESS: _____ **BILLING ADDRESS:** SAME

PHONE NUMBER: _____

EMAIL ADDRESS: _____

☐ BY CHECKING THIS BOX, YOU ARE VERIFYING THAT ALL FUTURE COMMUNICATIONS WILL BE SENT TO THIS EMAIL. IF YOU CHOOSE TO RECEIVE ELECTRONIC STATEMENTS ALL BILLING STATEMENTS WILL BE SENT TO THIS EMAIL AS WELL. FAILURE TO RECEIVE NOTIFICATIONS WILL BE THE CUSTOMERS RESPONSIBILITY TO NOTIFY SHWSC IMMEDIATELY.

PROOF OF OWNERSHIP PROVIDED BY: TITLE CO. _____

DRIVER'S LICENSE NUMBER OF APPLICANT: _____

IF YOUR PROPERTY IS LOCATED IN A SUBDIVISION, WHAT IS THE NAME? _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number) _____

BUILDERS MUST INCLUDE *PHASE OR UNIT NUMBER* OF PROPERTY WHEN REQUESTING METER INSTALLATION

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring) _____

ACREAGE: _____

NUMBER IN FAMILY: _____ LIVESTOCK ON PROPERTY & NUMBER: _____

DO YOU HAVE AN UNDERGROUND SPRINKLER SYSTEM? _____

☐ I HAVE RECEIVED A COPY OF THE SERVICE POLICY AND AGREE TO THE TERMS. (FOR ONLINE USE ONLY, DISREGARD IF YOU APPLY IN PERSON)

AGREEMENT made this Choose an item.Day of Choose an item., Choose an item., between

Springs Hill Special Utility District (SUD), a corporation organized under the laws of the State of Texas (hereinafter called the SUD) (hereinafter called the Applicant and/ or member)

Witnesseth:

The SUD shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the SUD in accordance with the bylaws and service policy of the SUD as amended from time to time by the Board of Directors of the SUD. Upon compliance with said policies, including payment of a Security Deposit Fee, the Applicant qualifies as a new applicant.

The customer shall pay the SUD for service hereunder as determined by the SUD's service policy and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which the customer 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 customer's account if they are not complying with any policy or not paying any utility fees or charges as required by the SUD's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the SUD 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 Security Deposit 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. Applicant, upon qualification for service under the terms of the SUD's policies, shall further qualify as a customer and the Indication of Interest Fee shall then be converted by the SUD to a Security Deposit. Applicant further agrees to pay, upon becoming a customer, the monthly charges for such service as prescribed in the SUD's service policy. Any breach of this agreement shall give cause for the SUD to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the SUD may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the SUD. If delivery of service to said location is deemed infeasible by the SUD as a part of this project, the Applicant shall be denied a customer account in the SUD 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 SUD's Security Deposit Fees.

All water shall be metered by meters to be furnished and installed by the SUD. The meter and/or wastewater connection is for the sole use of the 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.

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 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 isolation valves, backflow prevention devices, clean-outs, 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 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 SUD is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the 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 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 assembly in accordance with state regulations.
- 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 and a service agreement must exist for annual inspection and testing by a certified backflow 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 8.0 % 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.
- 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.

The SUD shall maintain a copy of this agreement as long as the customer and/or premises is connected to the public water system. The customer shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. 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 the SUD's normal business hours.

The SUD shall notify the customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The customer shall immediately correct any undesirable practice on their premises. The customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the SUD. Copies of all testing and maintenance records shall be provided to the SUD 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 expenses associated with the enforcement of this agreement shall be billed to the customer.

In the event the total water supply is insufficient to meet all of the customers, or in the event there is a shortage of water, the SUD may initiate the Emergency Rationing Program as specified in the SUD's service policy. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant 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 customer/users of the SUD, normal failures of the system, or other events beyond the SUD's control.

The Applicant shall grant to the SUD permanent recorded easement(s) dedicated to the SUD for the purpose of providing reasonable rights of access and use to allow the SUD to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the SUD'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. Said guarantee shall pledge any and all Security Deposit Fees against any balance due the SUD. Liquidation of said Security Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the SUD's service policy.

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 SUD.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the SUD's service policy.

Applicant Member (Sign above)

Date Signed

Approved and Accepted (Springs Hill SUD Rep)

Date Signed