

**BROOKESMITH SPECIAL UTILITY DISTRICT
P.O. BOX 27 – 1100 COUNTY ROAD 554
BROWNWOOD, TEXAS 76804
(325) 646-5731 FAX (325)643-6108
www.brookesmithwater.com**

SERVICE AGREEMENT

Agreement made this _____ day of _____, 20 _____, between BROOKESMITH SPECIAL UTILITY DISTRICT (SUD), organized under the laws of the State of Texas (hereinafter called the SUD) and _____, (hereinafter called the Customer).

WITNESSETH:

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

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

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 said Customer with thirty (30) days after demand for payment by mail, properly addressed to such delinquent Customer.

Meters to be furnished and installed by the SUD shall measure all water. The meter and/or connection is for the sole use of the Customer and is to serve water to only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other persons, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the Customer, or in the event there is a shortage of water, the SUD may pro-rate the water available among the various Customers on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water for garden purposes by particular Customers and require adherence thereto to prohibit the use of water for garden purposes; provided that, if at any time the total water supply be insufficient to all the needs of all Customers, the SUD must first satisfy all of the needs of all the Customers for both domestic and livestock purposes before supplying any water for gardening purposes.

The Customer shall install, at his own expense, a service line with a cut-off valve from the water meter connection to the point of use for purposes of isolating the Customer's service pipeline and plumbing facilities from the SUD's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Customer's use of the SUD's curb stop (cut-off valve) or other similar valve for such purposes is prohibited and the Customer will be billed for damages caused as a result of their use of the SUD's curb stop. Service will be disconnected until the Customer installs an appropriate cut-off valve on their side of the meter.

All Public Water Supply Systems must have a minimum of 35 lbs of water pressure to each customer's meter. This minimum pressure is to be maintained throughout the water system. In order to maintain a 35 lb minimum service pressure, some areas of our system will experience much higher pressures. If pressures are viewed as high or excessive, a pressure regulator may be used to reduce water pressure at your house and/or business. The installation of a regulator or other pressure-reducing device is the Customer's responsibility and must be installed by a licensed plumber or by the owner according to State Regulations. All plumbing, fittings, regulators, or other type of connections on the Customer's side of the meter are the Customer's responsibility. The Customer is also responsible for all costs associated with water loss or damage.

The Customer shall hold the SUD 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 SUD an easement 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 for the SUD on such form as is required by the SUD.

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The SUD shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Customer 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 times for any purpose connected with or the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the Customer's premises. The SUD will not be responsible for any costs resulting from maintenance operations that cause damage to buildings and/or obstructions (i.e. fences, concrete driveways, etc.) that block or otherwise impede the SUD's access to its water lines, meters, or equipment.

The SUD's authorized employees shall have access to the Customer's property or premises at all reasonable times for the purpose of inspecting for possible violations between the SUD's system and any unknown or non-potable water supply, as well as the following undesirable plumbing practices are prohibited by State regulations.

- 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.
- No cross-connection between the public drinking is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- No connection which allows water to be returned to the public drinking water supply is permitted.
- No pipe or pipe fitting which contains more the 8.0% lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.
- No solder or flux which contains more then 0.2% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.
- The SUD shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice, which has been identified during the initial inspection or the periodic re-inspection.
- The Customer shall immediately correct any undesirable plumbing practice on his premises.
- The Customer shall, at his 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. If the Customer fails to comply with these terms, the SUD shall, as its option, terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the installation of the backflow prevention device shall be billed to the Customer. Failure of the customer to remit payment within 10 business days to the SUD shall result in immediate service disconnection.
- The SUD will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the SUD.

If the Customer fails to comply with **any** of the terms as set forth in this agreement, the SUD shall, as its option, terminate service immediately. Ignorance of the terms of this agreement will not excuse any violation(s). Any expenses associated with the enforcement of this Service Agreement shall be billed to the Customer. Service will not be reconnected until such time as the Customer remits any outstanding debt(s) to the SUD or rectifies any violations of this Service Agreement as prescribed by the SUD. The SUD requires any customers applying for re-activation of a service account that has been flagged for bad debt and/or theft to provide proof that they are not assisting previous customers to avoid/evade paying their bills.

Customer Signature

Customer Name (print)

Customer' Spouse' Signature

Customer Spouse' Name (print)

Social Security # / or Driver's License #

Mailing Address

Spouse' Social Security # / or Driver's License #

City State Zip Code

Home Phone # / Alternate Phone

911 Address of Service (if not same as mailing address)