**SERVICE AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_, between Jackson Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the Applicant/Member). **SERVICE LOCATION:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witnessed:**

 The corporation shall sell and deliver water and/or wastewater service to the Applicant and Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued membership as a Transferee and thereby may hereinafter be called a Member.

 The Member shall pay the Corporation for service hereunder as determined by the Corporation’s Tariff and upon the terms and conditions set forth therein, a copy of which is available for inspection at the Corporation office. 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 Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation’s published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation 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 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 Membership Fee for the purposes of determining:

1. The number of taps to be considered in the design
2. The number of potential ratepayers considered in determining the financial feasibility of constructing either:
3. A new water system or
4. 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 Corporation’s policies, shall further qualify as a Member and the indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service s prescribed in the Corporation’s Tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of Interest. In addition to any indication of Interest Fees forfeited, the Corporation may assess a lump sum of $300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the indication of Interest Fee, fewer expenses, shall be refunded. The Applicant may re-apply for service at a late 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 Corporation’s Membership Fees.

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

 The Corporation shall have the right to locate water service meter and the pipe necessary to connect the meter on the Member’s property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member’s premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operation, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member’s property. The Member shall install at their own expense any necessary service lines from the Corporation’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 Corporation. The Corporation shall also have access to the Member’s property for the purpose of inspecting for 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 the Corporation’s Tariff and service policies.

 The Corporation 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 protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply and 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.
2. 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 backflow tester.
3. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection with provides water for human consumption.
5. No solder or flux with 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 Corporation shall maintain a copy of this agreement as long as the Member and /or premises are connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections potential contamination hazards, and illegal lead material. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation’s normal business hours.

 The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to 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 Member.

 In the event the total water supply is insufficient to meet all the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation’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 Corporation harmless form any and all claims of damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failure or the system, or other events beyond the Corporations control.

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

 Any misrepresentation of the facts by the Applicant on any of the three pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation’s Tariff.

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**APPLICANT/MEMBER SIGNATURE CO-APPLICANT/MEMEBER SIGNATURE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE DATE**

**(OFFICE USE ONLY)**

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**WITNESS SIGNATURE (OFFICE STAFF ONLY) APPROVED/ACCEPTED BY (OFFICE STAFF ONLY)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE DATE**