

**SILVER CREEK VILLAGE
WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE _____ 20____

APPLICANT'S NAME _____

E-mail: _____ Cell Phone: _____

CO-APPLICANT'S NAME _____

E-mail: _____ Cell Phone: _____

CURRENT BILLING ADDRESS: FUTURE BILLING ADDRESS:

PHONE # - Home (____) _____ - _____ Work (____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

APPLICANT'S DRIVER'S LICENSE # _____

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

Lot Size _____ NUMBER IN FAMILY _____

SPECIAL SERVICE NEEDS OF APPLICANT:

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino Not of Hispanic or Latino

Race:

White

Black or African American

American Indian/Alaska

Native Asian

Native Hawaiian or Other Pacific Islander

Gender:

Male

Female

SERVICE APPLICATION AND AGREEMENT (Cont)

AGREEMENT made this _____ day of _____, 20____,
between Silver Creek Village Water Supply Corporation, a corporation organized under the laws
of the State of Texas (hereinafter called SCVWSC) and

(hereinafter called the Applicant and/or Member).

Witnesseth:

SCVWSC shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from SCVWSC in accordance with the bylaws and tariff of SCVWSC as amended from time to time by the Board of Directors of SCVWSC. 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 SCVWSC for service hereunder as determined by SCVWSC's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member 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 Membership of any Member not complying with any policy or not paying any utility fees or charges as required by SCVWSC's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, SCVWSC shall not re-establish service unless it has a current, signed copy of this agreement.

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 SCVWSC's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by SCVWSC to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in SCVWSC's tariff. Any breach of this agreement shall give cause for SCVWSC to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, SCVWSC may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by SCVWSC. If delivery of service to said location is deemed infeasible by SCVWSC as a part of this project, the Applicant shall be denied Membership in SCVWSC 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 SCVWSC's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to SCVWSC's Membership Fees.

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

SCVWSC shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by SCVWSC, and shall have access

SERVICE APPLICATION AND AGREEMENT (Cont)

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 operations, and upon discontinuance of service SCVWSC 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 SCVWSC. SCVWSC 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 and SCVWSC's tariff and service policies.

SCVWSC 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. SCVWSC 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 airgap 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 airgap 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 0.25% 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.

SCVWSC shall maintain a copy of this agreement as long as the Member and/or premises is 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 materials. These inspections shall be conducted by SCVWSC or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during SCVWSC's normal business hours.

SCVWSC 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 their expense, properly install, test, and maintain any backflow prevention device required by SCVWSC. Copies of all testing and maintenance records shall be provided to SCVWSC as

SERVICE APPLICATION AND AGREEMENT (Cont)

required. Failure to comply with the terms of this service agreement shall cause SCVWSC 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 Member.

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

The Applicant shall grant to SCVWSC permanent recorded easement(s) dedicated to SCVWSC for the purpose of providing reasonable rights of access and use to allow SCVWSC to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as SCVWSC purposes in providing systemwide 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 SCVWSC. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of SCVWSC'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 SCVWSC.

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 SCVWSC's tariff.

Before signing this document, verify that the content you are signing is correct.

X

A p p l i c a n t

X

W i t n e s s

Approved and Accepted
Silver Creek Village Water Supply Corp.

Date Approved

After completing and signing, please return to:

Silver Creek Village Water Supply Corporation
615 County Roads 128
Burnet, TX 78611
830 262-9164