



Return Signed Application to: (We must receive second page with signature)

Attn: Texas Applications

187 S. Schuyler Ave #250

Kankakee, IL 60901

Fax 1-888-453-0635 or txappfaxes@aquaamerica.com

APPLICATION MUST BE COMPLETED, SIGNED AND RETURNED TO AQUA PRIOR TO SERVICE TURN ON
NOTE: AN ACTIVATION FEE NOT EXCEEDING \$50 PER SERVICE IS ADDED TO THE FIRST MONTH'S BILL.

AQUA TEXAS, INC.

APPLICATION FOR SERVICE/SERVICE AGREEMENT

COMPANY USE ONLY:

Dist/System Premises No W/WW/B

Cust No Sequence No Work Order No

Work Order Date Date Set

Name of Applicant(s):

(Please Print)

Social Security No. Driver's License No. State:

Spouse's Name: is the water currently on? Yes No

Settlement/Lease Date: Buying Renting?

(Please note this is the date billing will start)

Service Address: (Street) (City, State, Zip)

Billing Address: (Street) (City, State, Zip)

Telephones: Home: Cell:

Water Emergency Contact Preference: Telephone: Text:

E-mail address:

Have you ever been an Aqua customer? Yes No If Yes, at what address?

(Street, City, State, Zip)

PURPOSE: Aqua Texas, Inc. (Aqua) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration and for providing water and/or sewer utility service in accordance with Texas Commission on Environmental Quality (TCEQ) rules and regulations.

AGREEMENT BETWEEN AQUA AND APPLICANT/CUSTOMER:

- A. Each applicant must sign this agreement before Aqua will begin water service (and/or sewer service where applicable). In addition, when service to an existing connection has been suspended or terminated, Aqua will not reestablish service unless it has a signed copy of this agreement from the customer seeking to be reconnected and the customer has met all other lawful conditions required for the restoration of utility service.
B. Aqua agrees to sell and deliver water to the applicant/customer and the applicant/customer agrees to purchase and receive water from Aqua in accordance with the rules and regulations of Aqua in its approved tariff on file with the TCEQ, the Chapter 291 Regulations of TCEQ, and any municipality within which Aqua operates.
C. The applicant/customer grants Aqua the right to install the water meter and the pipe and appurtenances necessary to connect the meter on the property of the applicant/customer at a point mutually agreeable to Aqua and the applicant/customer. The applicant/customer will allow Aqua access at all reasonable times to its property and equipment located upon the applicant/customer's premises for the purpose of reading the water meter, repairing or replacing existing facilities.
D. The applicant/customer will install, at his own expense, a service line from the water meter including a cutoff valve on the applicant/customer's side of the meter. The applicant/customer will be responsible for the maintenance and repair of this service line

and will release and hold Aqua harmless from any claims/demands for damage to real or personal property occurring beyond the point the applicant/customer connects to the water meter.

- E. If the applicant/customer's property does not have a designated easement, the applicant/customer agrees to grant Aqua 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 the utility and service to that applicant/customer. Aqua will restore the applicant/customer's property as nearly as possible to its original condition after installations or repairs. The applicant/customer agrees not to interfere with Aqua employees in the discharge of their duties. The applicant/customer agrees not to tamper with or interfere with any of the equipment installed on the applicant/customer's premises.
- F. Applicants for water service where service has not been previously provided must submit a completed Customer Service Inspection certificate signed by a licensed inspector within 30 days after service is initiated to certify that there are no cross connections or other potential sources of contamination. Failure to submit the completed form is grounds for termination of service.
- G. The applicant/customer shall grant Aqua access to his property during regular business hours to check the applicant/customer's facilities for illegal connections, unsafe plumbing practices, or cross connections in compliance with the Chapter 290-Regulations of the TCEQ when there is reason to believe that cross connection or other potential contamination hazards exist, or after any alterations to the applicant/customer's plumbing system.
- H. If Aqua notifies a customer in writing of any cross-connection or a potential contamination hazard, the customer shall immediately remove or adequately isolate any cross-connections or potential contamination hazards. If a customer/applicant chooses to isolate a potential hazard, the applicant/customer shall, at his expense, properly install, test and maintain a backflow prevention device required by Aqua. Copies of all required testing and maintenance records shall be provided to Aqua for TCEQ review.
- I. No application, agreement, or contract for service may be assigned or transferred without the written consent of Aqua.
- J. Enforcement: If the applicant/customer fails to comply with the terms of this Service Agreement, Aqua may terminate service in accordance with the Chapter §291 TCEQ Rules. If the customer violates the "RESTRICTIONS" below or if there are potential cross connections or other potential contamination hazards that the customer refuses to immediately remove or adequately isolate, Aqua, at its option, may terminate service or install, test and maintain a backflow prevention device at the service connection. Any costs associated with the installation, testing or maintenance of a backflow device must be paid by the applicant/customer.
- K. All water will be measured and billed by meters, furnished, installed, owned and maintained by Aqua. The meter and/or connection are for the sole use of the applicant/customer to serve water to one dwelling, business or property. The applicant/customer shall not share, resell, or sub-meter water to another dwelling, business, property, etc. without the specific written authorization of Aqua and in compliance with applicable laws and regulations. All meters, water and or/sewer lines and other equipment furnished by Aqua (excepting the applicant/customer's individual service line from the point of connection to the applicant/customer's point of ultimate use) are and shall remain the sole property of Aqua. All tap charges are for the privilege of receiving retail service from Aqua, not purchase of meters or lines.

RESTRICTIONS: The following unacceptable practices are prohibited by Aqua and Chapter 290, TCEQ 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 air-gap or an appropriate backflow prevention device.
- 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection, which allows 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 at any connection, which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection, which provides water for human use.

LIMITATION OF PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets potability and pressure standards of TCEQ. Aqua will not be damaged by disruption of or fluctuations in water service whatever the cause. Aqua will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God (2) acts of third parties not subject to the control of the Utility if the Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures, or (4) termination of water service pursuant to its tariff and TCEQ rules.

FIRE PROTECTION: Aqua does not provide fire protection or firefighting services and does not accept liability for fire-related injuries or damages to persons or properties caused or aggravated by the unavailability of either water or water pressure at fire hydrants or in fire suppression systems during fires. Aqua may (but is not required to) contract with individual applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the applicant or local fire department (at their sole election and responsibility) for firefighting purposes. The Applicant is solely responsible for installing such equipment on its side of the meter as may be needed in order to guarantee water is available in flows that are sufficient for fire suppression.

SEWER SERVICE: Aqua only provides "sewage" collection and disposal to the public in certain areas. This service is limited to the collection, treatment and disposal of waterborne human waste from domestic activities such as washing, bathing and food preparation and does not include collection, treatment or disposal of high BOD or TSS waste that cannot be reasonably processed by Aqua's state-approved wastewater treatment within the parameters of its state and federal wastewater discharge permits. This service does not include collection and disposal of storm waters or run off waters. No run off, roof drains, grease, oil, solvent, paint, or other toxic chemical compound may be diverted into or drained into the collection system.

APPLICANT/CUSTOMER SIGNATURE: _____ **DATE:** _____