

**Highway 90 Ranch WSC**

**SERVICE APPLICATION AND AGREEMENT**

**Please Print:**      DATE \_\_\_\_\_

MEMBER/CUSTOMER'S NAME

<b><u>CORPORATION USE ONLY</u></b>		
Date Approved:	_____	
Account Number:	_____	
Service Inspection Date:	_____	
Commercial	Residential	Lease

**BILLING ADDRESS:**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_ Lot # \_\_\_\_\_

PHONE NUMBER Best to call (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Alternate # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email (if you wish bill e-mailed ; you will also receive one in mail. Print NEATLY)

Are you the property owner \_\_\_\_\_ (If not alternate billing agreement required)

Name and address of Property Owner

**PROOF OF OWNERSHIP DETERMINED BY COUNTY TAX RECORDS**

**Service Application and Agreement (Please read and sign)**

The Corporation shall sell and deliver water service to the Member/customer and the Member/customer 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

The Board of Directors and/or their agent shall have the authority to discontinue service of any member/customer 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.

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

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member/customer's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member/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 Corporation shall have the right to remove any of its equipment from the Member/customer's property. The Member/customer 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/customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

**(Continued on back. Please initial here and sign back)**

\_\_\_\_\_ (initial)

The Corporation 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 Corporation 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 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 Corporation shall maintain a copy of this agreement as long as the Member/customer and/or premises is connected to the public water system. The Member/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 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/customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member/customer shall immediately correct any undesirable practice on their premises. The Member/customer shall, at their 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 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/customer.

In the event the total water supply is insufficient to meet all of the Member/customers, 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 Member/customer hereby shall comply with the terms of said program.

By execution hereof, the Member/customer shall hold the Corporation 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/customer/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member/customer shall grant to the Corporation, now or in the future, any easements 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 by the Corporation to extend or improve service for existing or future Member/customers, on such forms as are required by the Corporation.

The Member/customer shall guarantee payment of all other rates, fees, and charges due on any account for which said Member/customer owns a Member/customership Certificate. Said guarantee shall pledge any and all Member/customership Fees against any balance due the Corporation. Liquidation of said Member/customership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

The Member/customer agrees that non-compliance with the terms of this agreement by said Member/customer 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 Member/customer on any of the two 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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member/customer's signature

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Co-member/customer's signature