

EXHIBIT "A"

**HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 136
APPLICATION FOR WATER/SEWER SERVICE**

(Please print or type)

Service Address: _____ Service Subdivision: _____

Name of Applicant: _____

Street Address: _____ Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Last Four Digits of your SSN: _____ DOB: ____/____/____ Driver's License No.: _____

Own Property? ____ (please provide copy of deed)

Agent/Other? ____ (please provide agency or property management agreement) Agent for: _____

Rent/Lease Property? ____ (please provide rental/lease agreement)

First Date of Service: _____

SERVICE AGREEMENT

I. **PURPOSE.** The _____ (hereinafter referred to as the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **PLUMBING RESTRICTIONS.** The following are unacceptable plumbing practices and 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 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 to the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.25% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **AGREEMENT.** The following are the terms of the Service Agreement between the District and _____ (Customer Name) (the "Customer").

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating new water service; when there is a reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
- D. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of testing and maintenance records shall be provided to the District.

III. **ENFORCEMENT.** If the Customer fails to comply with the terms of this Service Agreement, the District shall, at its option 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 Service Agreement shall be billed to the Customer.

Applicant:

I understand that any deposit required with an application for service will be refunded only to the extent that expenses of the District do not exceed the deposit, and that the District may request an additional deposit. I understand that tap fees are not refundable. I represent that the information on and furnished with this application is true and correct, and I understand that false information will result in denial of this application. I have received and reviewed the District's Rate Order.

Applicant Signature: _____ Print Name: _____ Date: _____

Owner/Agent Acknowledgement:

If the property that is the subject of this application is subject to an agency relationship or is a rental or lease property, I, as owner or agent of the property, understand that if service is terminated to such property, I am jointly and severally liable with the renter/lessee or my Agent, as applicable, for any fees and/or charges that are due to the District prior to any service reconnection.

Owner/Agent Signature (if not Applicant): _____ Print Name: _____ Date: _____

Confidential Security Phrase (mother's maiden name, last 4 digits of SSN, favorite pet's name, etc.):

Security Phrase Answer: _____

NOTICE OF AVAILABILITY OF CONFIDENTIALITY OF CUSTOMER INFORMATION

Texas Utilities Code, Section 182.052 provides that a government-operated utility, such as the District, may not disclose personal information in a customer's account, such as customer address, telephone number or Social Security Number, if the customer requests that information be kept confidential except as provided in Texas Utilities Code, Section 182.054. If a Public Information request is made, the District may be required to release such information. If you wish to have this information kept confidential from a Public Information request, please check the box on the form below. Please note that the confidential request applies ONLY to your current account and ONLY if you requested it in writing. If you transfer within the District and establish a new account, YOU MUST COMPLETE A NEW REQUEST. You may also withdraw you confidentiality request by sending written notice to the District.

PLEASE CHECK BOX IF REQUESTING CONFIDENTIALITY. The undersigned customer of the District requests that the District keep confidential the customer's address, telephone number and Social Security Number. The undersigned acknowledges that this request is only valid for the current customer account.

Signed: _____
 Printed Name: _____ Date: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me
that he/she executed the same as Customer for the purposed and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public, State of Texas

For District Use Only

Date Application: _____ Application Fee: _____ Date: _____

Received: _____ Collected (if applicable): \$ _____ Initials: _____

Tap fee collected: \$ _____ Date: _____ Initials: _____

Date Construction Authorized: _____ Date Tap Installed: _____

Service Inspection Dates: _____ Certification Received: Date: _____ Initials: _____