

EXHIBIT "4"
TO APPENDIX A
CUSTOMER SERVICE AGREEMENT

SECTION I. PURPOSE. East Montgomery County Municipal Utility District No. 5 (the "District") is responsible for protecting its Water Supply System from contamination or pollution which could result from unacceptable 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 Customer Service 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 Customer Service Agreement.

SECTION II. PLUMBING RESTRICTIONS. The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the District's Water Supply System 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 District's Water Supply System and a private water system is permitted. These potential threats to the District's Water Supply System 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 District's Water Supply System 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.

SECTION III. SERVICE AGREEMENT. The following are the terms of this Customer Service Agreement between East Montgomery County Municipal Utility District No. 5 (the "District") and _____ (the "Customer"):

- A. The District will maintain a copy of this Customer Service Agreement as long as the Customer and/or the premises is connected to the District.
- B. The Customer shall allow his/her 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 reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. 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 practices which have been identified during the initial inspection or the periodic reinspection.

- D. The Customer shall immediately correct any unacceptable plumbing practice on his/her premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District.
- F. Customer understands and agrees that the District does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.

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

NOTE: THE PURPOSE OF THE CUSTOMER SERVICE AGREEMENT IS TO NOTIFY CUSTOMERS OF THE PLUMBING RESTRICTIONS OF THE DISTRICT ADOPTED TO PROTECT THE DISTRICT'S WATER SUPPLY SYSTEM. INSPECTIONS CONDUCTED BY THE DISTRICT'S OPERATOR IN ACCORDANCE WITH THIS SERVICE AGREEMENT ARE FOR THE SOLE PURPOSE OF DISCOVERING AND ELIMINATING UNACCEPTABLE PLUMBING PRACTICES. THE DISTRICT OR THE DISTRICT'S OPERATOR MAKES NO REPRESENTATION AS TO THE ADEQUACY, QUALITY, OR FITNESS OF THE CUSTOMER'S PRIVATE PLUMBING FACILITIES.

Customer's Signature _____

Date: _____

Address: _____

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

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 the _____ day of _____ 20__.

[Notary Seal]

Notary Public

Owner/Agent Acknowledgement:

If the property that is the subject of this application is subject to an agency relationship or is ta 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 connection at the property.

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

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

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 Owner/Agent for the purposed and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the _____ day of _____ 20__.

[Notary Seal]

Notary Public

EXHIBIT "5"
TO APPENDIX A

APPLICATION FOR SERVICE
(Please print or type)

Duplicate to
(address)

(Subdivision and Section)

(Name of Applicant)

(Lot)

(Block)

(Street Address)

(Street Address)

(Phone)

(City) (State) (Zip)

Installation to be performed by:

(Plumber or Sub-contractor) (Phone)

Type of pipe material to be used: PVC ____, ABS ____, VC ____, CI ____

Date: _____ Requested by: _____
(Signature)

Applicant to draw sketch of house layout and proposed location of water and sewer service line:

For District Use Only

Date Application Received: _____

Date Construction Authorized: _____

Connection Information: _____

WYE Location _____

Stack Location _____

Manhole Location _____

Date of Inspection 1st _____ 2nd _____ 3rd _____

Date Permit Granted _____

Approved by _____ District Representative