

Supplemental Contract/Application for Utility Service from Bandera River Ranch Water Supply Corporation

BANDERA RIVER RANCH WATER SUPPLY CORPORATION

161 BROKEN SPUR RD.
BANDERA, TX 78003
830-796-4199

SUPPLEMENTAL CONTRACT/APPLICATION FOR UTILITY SERVICE

This Supplemental Contract/Application for Utility Service (“Contract/Application”) is by and between Bandera River Ranch Water Supply Corporation (“BRRWaterSC”), a corporation organized under the laws of the State of Texas, its successors and assigns and the applicant (“Customer”) whose name and signature is shown below.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to BRRWaterSC – owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others under his control.

LIMITATIONS ON BRRWater SC PRODUCT/SERVICE LIABILITY:

BRRWaterSC will not accept liability for any injury or damage to individuals or to their properties occurring on the customer’s side of the meter. BRRWaterSC makes no representations or warranties (express or implied) that customer’s appliances will not be damaged by disruption or fluctuations in water service whatever the cause. BRRWaterSC 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 BRRWaterSC (3) electrical power failures, or (4) termination of water service pursuant to BRRWaterSC’s tariff and TCEQ rules.

FIRE PROTECTION: BRRWaterSC is not required by law and does not provide fire prevention or fire fighting services. BRRWaterSC therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. BRRWaterSC neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of BRRWaterSC shall ever be implied or meant to suggest that any facility of BRRWaterSC comply with any state or local fire code.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, such engineer will be selected by BRRWaterSC and the Applicant, and Applicant shall bear all expense incurred therein. The Applicant shall bear all extension charges and fees associated therewith as may be provided by BRRWaterSC tariff and the rules of the TCEQ.

PLUMBING CODE: Rev 10/2012 BRRWaterSC has adopted the Uniform Plumbing Code. Any extension and/or new facilities shall comply with that Code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed.

If an Applicant requires service other than the standard service provided by BRRWaterSC, such Applicant will be required to pay all expenses incurred by BRRWaterSC in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems plus meeting any additional requirements needed to meet local service conditions.

Piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of BRRWaterSC. The Customer will bring out his service line to his property line at a point mutually acceptable to the Customer and BRRWaterSC. No water service smaller than 5/8th inch will be connected. The Customer shall install and maintain a cut-off valve and a check valve on the Customer side of the water meter and within three feet of the meter. If the customer desires water at a pressure other than that which is delivered at the meter, and such pressure does not conflict with any TCEQ rule or other pressure standard, the customer is responsible for installing and maintaining at Customer's expense the equipment necessary for such pressure change.

It is agreed and understood that any and all meters, water lines and other equipment furnished by BRRWaterSC (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of BRRWaterSC and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of BRRWaterSC.

OTHER CONTRACTS: It is possible that Applicant and BRRWaterSC will enter into an additional contract pertaining to water service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application.

RIGHT OF ACCESS and EASEMENTS: If the property to be served does not have dedicated, recorded public utility easements available for BRRWaterSC's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant occupied location) shall be required to provide BRRWaterSC with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to BRRWaterSC and shall be for a corridor no less than fifteen (15)

feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No Applicant shall be deemed to be a “qualified” applicant under the TCEQ’s rules until such easement is recorded.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the owner of the property. By signing the application, the landlord GUARANTEES PAYMENT of all utility service charges and fees incurred by, or compensable damages caused by their tenant. By signing the application the landlord also grants all required rights of access.

PLUMBING INSPECTION: State law requires applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications to deliver to BRRWaterSC a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazard to public health and safety. In addition, BRRWaterSC shall require such certificates in the case of extensive plumbing modification to the Customer’s water system made after the initial date to the Customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Underground plumbing may not be covered until BRRWRSC, or an authorized representative, has inspected the system for possible violations. Service may be denied until the certificate is received or any identified violations or hazards have been remedied. When potential sources of contamination are identified which, in the opinion of the inspector or BRRWaterSC, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer’s service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer’s expense. The backflow prevention device shall be maintained by the customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to BRRWaterSC. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

CUSTOMER AGREEMENT: BY SIGNING THIS SUPPLEMENTAL APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH BRRWATERSC’S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TCEQ, THE USDA, AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE THE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER BRRWATERSC’S PLANT, ITS PERSONNEL OR ITS CUSTOMERS. I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE

DEMANDS ON BRRWATERSC'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM BRRWSC.

I UNDERSTAND THAT A COPY OF BRRWATERSC'S TARIFF IS AVAILABLE UPON REQUEST AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS AND CONDITIONS OF SERVICE IN THE TARIFF MAY BE CHANGED BY THE BOARD OF DIRECTORS OF BRRWATERSC AND BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER BRRWATERSC'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

Name of applicant(s): _____
Applicant is: Owner _____ Tenant _____
Driver's license no. His: _____ Hers: _____

Address of location of requested service: _____

Subdivision: _____ Unit: _____ Block: _____ Lot: _____

Type of water service:
Residential _____ Commercial _____ Industrial _____
Developer _____

Purpose for which water is used:
Residential _____ Other: _____
Deposit required? _____ Amount _____ Refundable? _____

Person(s) responsible for utility service bills: _____
Relationship to applicant: _____
Driver's lic. Number: _____ State: _____

Billing address if different from service location address:

Date to begin service: _____

Misc. fees required as a condition of service:
Description: _____
Amount: _____

Applicant Signature _____

Date: _____

Home phone: _____ Cell Phone: _____

e-mail address: _____

Applicant Signature _____

Date: _____

Home phone: _____ Cell Phone: _____

e-mail address: _____

Owner/Landlord

Tenant

BRRWaterSC Representative

Contract/Application acceptance date

Hand deliver or mail to:
Bandera River Ranch Water Supply Corporation
161 Broken Spur Rd.
Bandera, TX 78003