

Bandera River Ranch Water Supply Corporation

161 Broken Spur Cir, STE 1, Bandera, TX 78003
(830) 796-4199 –

CORPORATION USE ONLY

Account Number: _____
Location Number: _____
Cost: _____
Service Inspection Date: _____
Backflow Install Date: _____

SERVICE APPLICATION AND AGREEMENT

NOTE: Accounts can only be established in the property owner(s) name as shown on the Warranty Deed or Deed of Trust. Form must be signed by applicant.

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

BILLING ADDRESS: _____ PHYSICAL ADDRESS (If different from billing): _____

PHONE NUMBER: MAIN: (____) _____ - _____ ALT: (____) _____ - _____

EMAIL: _____ BILL PREFERENCE: Print E-bill Both

I consent to receive email communication regarding my account.

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring services)

ACREAGE: _____ NUMBER IN HOUSEHOLD: _____

GATE CODE: _____ SQUARE FOOTAGE OF HOUSE: _____

SPECIAL NEEDS OF APPLICANT: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicant seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: Hispanic or Latino Race: White Black or African American American Indian/Alaska Native
 Not Hispanic or Latino Asian Native Hawaiian or Other Pacific Islander

Gender: Male Female

AGREEMENT made this _____ day of _____, _____, between

Bandera River Ranch Water Supply Corporation, a Corporation organized under the laws of the State of Texas (called the Corporation) and _____
(hereinafter called the Applicant and/or Member).

The Corporation is a member-owned organization that sells and delivers water service to its Members. Membership is established by submittal of required documents and payment of required fees.

Once membership is established, the Member shall purchase, receive and/or reserve water service from the Corporation in accordance with the bylaws and tariff of the Corporation. The Member may request a copy of the Corporation's tariff.

Member further agrees to pay, upon services being set, the monthly charges plus water usage for such services as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages the membership fee.

The Corporation shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's conditions of service. If service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless the Member has complied with all terms and conditions that caused the service discontinuance, all required fees, including any outstanding debts, are paid and it has a current, signed copy of this agreement.

Service Connection

The Corporation has the right to place water service equipment and pipe necessary to connect the service on the Member's property. The Corporation shall have access to its equipment located upon Member'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's property.

The Corporation shall have access to the Member's property during the Corporation's normal business hours for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials and any other violations or possible violations of state and federal statutes and regulations relating to the Safe Drinking Water Act, Chapter 341 of the Texas Health & Safety Code and/or the Corporation's tariff and service policies. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter.

If not previously provided, Member shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

If the total water supply is insufficient to meet demands, or in the event there is a shortage of water, whether caused by a natural or man-made condition, the Corporation will initiate the Drought Contingency Plan as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

Restrictions

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The Corporation will enforce these restrictions to ensure public health and welfare. All water shall be metered by equipment furnished, installed, maintained and owned by the Corporation. The following are prohibited:

- Per TCEQ statutes, no more than one (1) residential, commercial or industrial service connection is allowed per meter. Extension of pipe(s) to transfer water service from one property to another, to share, resell, or submeter to any other persons, dwellings including RVs inhabited over 90 days, businesses, or property, etc., is prohibited.
- No direct connection between the public drinking water supply and a potential source of contamination is permitted. All service connections must have an appropriate reduced pressure-zone backflow prevention assembly in accordance with state regulations.
- No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- No pipe, pipe fitting, solder or flux which contains more than 0.25% lead may be used for the installation or repair of any plumbing providing water for human consumption and connected to the public drinking water supply system.

The Corporation shall notify the Member in writing of prohibited practices identified during the initial or subsequent inspection. The Member shall immediately correct any prohibited practices on their premises.

Member Responsibilities

Member guarantees payment of all rates, fees, and charges for their account(s). Member pledges any and all Membership Fees against any balance they owe the Corporation. Liquidation of Membership Fees to pay outstanding balances will cause discontinuance of service under the terms and conditions of the Corporation's tariff.

The Member shall install, at their own expense, service lines from the Corporation's equipment to the point of use. This includes customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation or desired by the Member.

The Member shall, at their expense, properly install, test, and maintain a reduced pressure-zone backflow prevention assembly. Original installation reports, annual testing and maintenance records shall be provided to the Corporation in a timely manner. Failure to comply with this policy shall cause the Corporation to either terminate Member's service or properly install, test, and maintain an appropriate reduced pressure zone backflow prevention assembly at the Member's expense.

The Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks, tampering by other Members of the Corporation, normal failures of the system, or other events, natural or man-made, beyond the Corporation's control.

The Member agrees that any misrepresentation of the facts by the Member in this agreement and/or non-compliance with the terms of this agreement shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation. Member also confirms that they have received the optional PRV Request form for new services and the BCWSC Meter Set-Up Diagram.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system.

Applicant Member

Date