

SERVICE AGREEMENT

AGREEMENT made this _____ day of _____, 20__ between LAMAR COUNTY WATER SUPPLY DISTRICT (DISTRICT), organized under the laws of the State of Texas and CUSTOMER:

The DISTRICT agrees to sell and deliver water service to the CUSTOMER and CUSTOMER agrees to purchase and receive water service from the DISTRICT, in accordance with the rules and regulations of the DISTRICT and applicable portions of Chapter 54 of the Texas Water Code.

The CUSTOMER shall pay the DISTRICT for service hereunder at the rates and upon the terms and conditions set forth in the tariff adopted from time to time by the DISTRICT's Board of Directors.

All water shall be metered by meters to be furnished and installed by the DISTRICT. The meter and connection is for the sole use of the CUSTOMER and is to serve water to only one dwelling or only one business. It does not permit the extension of pipe or pipes to transfer water from one property to another, nor to share, resell or sub-meter water to any other persons, dwelling, business, property, etc.

The DISTRICT shall have the authority to disconnect or discontinue water service if the monthly bill is not paid by CUSTOMER within 20 days of billing. The DISTRICT shall receive fees described in the tariff, plus the past due bill paid in full, before water service will be restored.

In the event the total water supply available to the DISTRICT becomes insufficient to meet all of the needs of the customers, or in the event there is a shortage of water, the DISTRICT may prorate the water available among the various customers on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering the use of water by particular customers or for certain purposes and require adherence thereto, or prohibit the use of water for certain purposes; provided that, if at any time the total water supply be insufficient to meet all of the needs of all customers, the DISTRICT must first satisfy all of the needs of the customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of the customers for both domestic and livestock purposes before supplying any water for garden or other purposes.

The CUSTOMER shall install at his own expense a service line from the water meter to the point of use.

The CUSTOMER shall hold the DISTRICT harmless from any and all claims or demands for damage to real or personal property occurring from the point the CUSTOMER ties on to the water meter to the final destination of the line installed by the CUSTOMER.

The CUSTOMER agrees to grant the DISTRICT an easement of right-of-way for the purpose of installing, maintaining and operating such pipe lines, meter, valves and any other equipment which may be deemed necessary for the DISTRICT on such form as is required by the DISTRICT.

The DISTRICT shall have the right to locate a sewer service connection and/or water service meter and the pipe necessary to connect the meter on the property of the CUSTOMER at a point to be chosen by the DISTRICT, and shall have access to its property and equipment located upon CUSTOMERS premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the CUSTOMER'S premises.

The Following Undesirable Plumbing Practices are Prohibited:

- 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. The 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 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. Plumbing installed after January 4, 2014 must bear the expected labeling indicating no more than .25% of lead content.
- F. No solder or flux which contains more than .2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- G. The CUSTOMER shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections may be conducted by the DISTRICT or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the DISTRICTS normal business hours.
- H. The DISTRICT shall notify the CUSTOMER in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection and the CUSTOMER shall immediately correct said undesirable plumbing practice on his premises.
- I. 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 upon request.
- J. District Service Rules and Regulations can be viewed at www.lamarcountywatersupply.com or by purchasing the District Service Policy

CUSTOMER SIGNATURE _____

_____ Yes, I do want to pay the optional VFD fee of \$3.25 each month.

_____ No, I do not want to pay the optional VFD fee of \$3.25 each month

_____ Yes, I would like to sign up for paperless billing! My email address is:
