

Fort Gates Water Supply Corporation

SERVICE APPLICATION AND AGREEMENT

The Corporation shall sell and deliver water service to the Applicant and Applicant shall purchase, receive and/or reserve water service from the Corporation in accordance with the Bylaws and Policies of the Corporation and amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership fee, the applicant qualifies for Membership as a new Applicant or continued Membership as a Transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's Policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this Agreement.

The Board of Directors shall have the authority to 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 published rates, fees, and conditions of service.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection are for the sole use of the Member or customer and is to serve water to only one (1) dwelling or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

In the event the total water supply is insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency execution by the applicant of this Agreement, Applicant hereby shall comply with the terms of the said Program.

The Member shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the corporation. The use of pipes and pipe fittings that contain more than .2% lead or solders and flux that contain more than .2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation.

By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/Users of the corporation, normal failures of the system, or other events beyond the Corporation's control.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment locate upon Member's premises at all reasonable 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's authorized employees shall have access to the Member's property or premises at all reasonable times for the purpose of inspecting for possible violations of the corporation's policies or Texas natural Resource Conservation Commission Rules and Regulations. The Corporation strictly prohibits the connection of service pipelines from this water service meter to any private well or other unknown water supply.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Liquidations of said Membership Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Corporation's Tariff.

By execution of the Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the fact by applicant on any of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Approved

Print or Type Name of Applicant/Member

Date

Signature of Applicant/Member

Date