

Amon Carter Lake Water Supply Corporation

Service Application and Agreement

(Please Print Legibly) **DATE:** ____/____/20____

ACLWSC Use Only: ACCT: _____	
Meter: _____	Seq: _____
Reading: _____	Date: _____
Paid: _____	Check # _____

Applicants Name: _____

Co-Applicants Name: _____

Current Billing Address

Future Billing Address

Property Address for Service



<p><i>(Must be "9-1-1" address, and prominently displayed on property, for both utility service and emergency response. We recommend reflective numbers on your mailbox.)</i></p>

Applicant's Phone Number: Home (____) _____ Work (____) _____

Driver's License Number: _____

Email Address: _____

Proof of ownership provided by _____

For **NEW** property: (Include legal description, including road, subdivision, lot, and block)

For **EXISTING** property: Previous owner's name and address:

Acreage: _____ Square footage: _____

Number in Family: _____ Livestock & No. _____

Special Service Needs of Applicant: _____

Note: Form must be completed by applicant(s) only. A map of service location IS required for NEW!

<p>The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants 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.</p>
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Race/National Origin (Not of Hispanic Origin):

☐ White
 ☐ Black
 ☐ American Indian
 ☐ Hispanic
 ☐ Asian or Pacific
 ☐ Other (specify) _____

or Alaskan Native
 Islander

☐ MALE
☐ FEMALE

SERVICE APPLICATION AND AGREEMENT (CONT'D)

AGREEMENT made this day of _____, 20____
between AMON CARTER LAKE WATER SUPPLY CORPORATION, a
corporation organized under the laws of the State of Texas (hereinafter
called the Corporation) and (hereinafter called the Applicant and/or
Member)

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation as 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 Tariff 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.

SERVICE APPLICATION AND AGREEMENT (CONT'D)

Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$750.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

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

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter and the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located 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 and service lines and plumbing facilities at all reasonable times for the purpose of inspection to insure compliance with state required Minimum Acceptable operating Practices for Public Drinking Water Systems, as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

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 Drought Contingency Program (as prescribed and approved by the Texas Commission on Environmental Quality) as specified in the Corporation's Tariff By execution by the Applicant of this agreement, Applicant hereby shall comply with the terms of said Program.

SERVICE APPLICATION AND AGREEMENT (CONT'D)

The Member shall install at his own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, clean-outs, cut-offs, and other equipment as may be specified by the Corporation (**A “cut-off” on the customer’s line from the meter to their residence is mandatory!**) The use of pipes and pipe fittings that contain more than 0.25% lead or solders and flux that contain more than 0.2% 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 Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charged due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation 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 this 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 facts by the Applicant on any of the four pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

Applicant/Member

Witnesseth

Approved and Accepted