

# Brazoria County MUD No. 44

## SERVICE AGREEMENT

### I. PURPOSE

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

### II. PLUMBING RESTRICTIONS PER STATE REGULATION

- A. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air-gap or an appropriate back flow prevention assembly in accordance with Commission regulations.
- B. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
- C. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
- D. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
- E. Plumbing installed after January 4, 2014, bears the expected labeling indicating  $\leq 0.25\%$  lead content. If not properly labeled, please provide written comment.
- F. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

### III. SERVICE AGREEMENT

The following are the terms of the service agreement between Brazoria County MUD No. 44 (the District) and

\_\_\_\_\_, the "Customer."

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. The Water System or its designated agent, prior shall conduct these inspections to initiating service and periodically thereafter. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System 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.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test and maintain any back-flow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

### IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, terminate service or properly install, test, and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ ACCT#: 30600-\_\_\_\_\_

DAYTIME PHONE(S): \_\_\_\_\_

YOUR AUTHORIZED EMAIL ADDRESS: \_\_\_\_\_

### EMAIL IMMEDIATELY TO YOUR CUSTOMER CARE AGENT:

- A COPY OF PICTURE I.D.
- OWNERS: A COPY OF TOP PORTION OF CLOSING DISCLOSURE STATEMENT OR HUD-1 SETTLEMENT STATEMENT
- RENTERS: A COPY OF COMPLETE LEASE AGREEMENT
- PROPERTY MANAGEMENT OR REALTORS: A COPY OF LISTING AGREEMENT OR EXECUTED CONTRACT

### FEES PAYABLE UPON RECEIPT OF FIRST WATER BILL:

SECURITY DEPOSIT: \$50.00 + NON-REFUNDABLE TRANSFER FEE: \$30.00 = TOTAL AMOUNT: \$80.00