

OAKWOOD RETAIL WATER SERVICE AGREEMENT

oakwoodpoa@aol.com

903-677-3924

8799 Charlya Dr. Athens, TX 75752

Application Date: _____

Date Service Desired: _____

Lot Owner Name: _____

Previous Lot Owner Name (If Transfer): _____

Oakwood Address: _____

Home Phone: _____

Cell Phone: _____

Billing Address (if different from above) _____

All outstanding financial obligations (present or prior Owner) to the Oakwood POA pertaining to the referenced lot must be satisfied prior to obtaining temporary water hook up.

_____ (Hereinafter referred to as the "Applicant") requests water service be made available by Oakwood Water System, (hereinafter referred to as the "Supplier") to Lot(s) # _____ of the Oakwood Subdivision.

- New Build:** The Applicant shall pay the Supplier for service hereunder as determined by the Supplier's Tariff and upon the terms and conditions set forth therein. The Applicant may request a copy of the Supplier's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant. At any time, service is discontinued, terminated or suspended, the Supplier shall not re-establish service unless it has a current, signed copy of this agreement and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

Supplier agrees to install saddle tap, corporation stop, curb stop, 3/4" water meter and meter box at the front of Applicant's lot within 30 days of the date of this application.

All water shall be metered by meters to be furnished and installed by the Supplier. The meter remains the property of the Supplier and is for the sole use of the Applicants or customers and is to provide service to **ONLY ONE (1) HOME OR DWELLING**. Extension of pipe(s) to transfer utility service from one property to another, to share, resell or sub-meter water to any other persons, dwellings, businesses, or property is prohibited. **The applicant shall install, at their own expense, any necessary service lines from the Supplier's facilities and equipment to the point of use, including any customer service isolation valves, pressure regulator valve, backflow prevention devices and other equipment as may be specified by the Supplier.**

Applicant grants Supplier access to the water tap and all supply lines for purposes of repair and readings. Supplier shall have the express right of inspecting, during reasonable hours, with or without notice, all plumbing or other connections located on Applicant's lot and Applicant agrees to allow such inspection and to disconnect immediately any connection or apparatus, which, in Supplier's opinion, creates any unsafe or unsanitary, condition or potentially creates such a condition. Unsafe and prohibited activities or conditions include, without limitation, (1) cross-connection between Supplier's water system and any private water well or system, (2) pipe or pipe fittings installed by Applicant's plumber which contains more than 0.25% lead, (3) use of solder or flux at any pipe connection which contains more than 0.2% lead, or (4) or any other activity prohibited by statute or ordinance. If Applicant fails to disconnect such connection or to correct such condition immediately, Supplier shall have the right to immediately terminate this contract and discontinue service to Applicant until such connection is corrected. Upon reconnection, Applicant shall be required to pay Supplier's reconnection fee.

- Transfer:** Supplier will turn off service to Applicant's meter upon written notice and payment by Applicant of all charges accrued. Restoration of this service will be made upon payment of Supplier's standard reconnection fee defined by Supplier's Tariff plus payment of any delinquent bills.

Applicant may not transfer any rights under this contract without express written consent of Supplier and payment of Supplier's transfer fee defined by Supplier's Tariff, payment of all previously accrued charges and execution by such transferee of an agreement to assume this contract or execution of a new Applicant and Agreement.

The Supplier hereby retains the right to cancel this Agreement for failure to pay usage or transfer fees, effective thirty (30) days after Supplier places in the U.S. Mail, postage prepaid, addressed to the Applicant at the above stated address, written notice of such cancellation. The rate and fees herein stated are subject to change to meet changes in costs of service. Any notice or other requirement of any applicable governmental authority will be complied with in case of any rate or fee change.

Your temporary water service will not be connected permanently, for residential use, until all construction of plans as submitted are completed and approved by the Architectural Control Committee, Certified Customer Service Water Inspector has given his final approval and all dues/financial obligations to the Oakwood POA are current.

By execution hereof, the Applicant shall hold the Supplier 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, Applicant's use of the valve on the street side of the meter for a customer cut-off valve, normal failures of the system or other events beyond the Supplier's control. This contract supersedes, voids, cancels and nullifies any prior understanding, correspondence, representations and/or agreements, written or oral, between Applicant and Supplier or any representative of Supplier.

CUSTOMER SERVICE INSPECTION (CSI)

The Texas Commission on Environmental Quality (TCEQ) requires that new or renovated plumbing be inspected upon completion to ensure that no actual and/or potential cross connections or lead contamination exists. Upon completion of installing plumbing, plumbing fixtures, and water appliances (such as faucets, fridges, & water heaters) contact Oakwood POA to request a CSI. The Customer Service Inspector will conduct an inspection (at a time convenient to both of you) to ensure that appropriate regulations have been met. This inspection is required by TCEQ before Oakwood Water System can provide water to you on a permanent basis.

Return this completed application to Oakwood POA. Payments payable to Oakwood Water.

Once service is approved, contact Aqua Services (aquaservicestx@gmail.com or (903) 275-9996) for any account questions.

Water bills are sent via postal mail monthly.

Signature of Applicant / Lot Owner

Office Use

Tap-On payment/transfer Fee Paid: Fee: Paid \$ _____ on _____ Cash Check# _____

Signature Oakwood Water System Authorized Agent

Meter Serial Number Installed/Transferred: _____

CSI Inspection: Owner Requested Appt: _____ by phone email Set Appt: _____ @ _____ for project: _____

Passed / Failed Invoice _____ # _____ \$ _____

Reinspection: _____ @ _____ Invoice _____ # _____ \$ _____