

Wichita Valley Water Supply Corporation

SERVICE AGREEMENT

Account # \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Wichita Valley Water Supply, a corporation organized under the laws of the State of Texas and \_\_\_\_\_, hereinafter called the member.

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

WITNESSETH:

The Corporation agrees to sell and deliver water to the Member and the Member agrees to purchase and receive water from the Corporation, in accordance with the bylaws, rules and regulations of the Corporation as amended from time to time by the Corporation.

The Member shall pay the Corporation for service hereunder at the rate set forth in the rate and fee schedule adopted from time to time by the Corporation's Board of Directors. **The current monthly minimum of \$ \_\_\_\_\_ shall be due each month, even if no water is used.**

The Board of Directors shall have the authority to sell the membership of any member in the event of non-payment of any charges or assessments owing by said member within thirty (30) days after the demand for payment by mail, properly addressed to such delinquent member. If a membership has been forfeited the membership may be reinstated for \$500, plus the current monthly minimum, times the number of months since the membership has been forfeited, up to the maximum of \$1,400.00.

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

OFFICE USE ONLY

Paid by: \_\_ Check \_\_ Cash

Date: \_\_\_\_\_ Int. \_\_\_\_\_

Wichita Valley Water  
Service Agreement  
Page Two

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 prorate the water available among the various members 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 for gardening/landscaping purposes. The total water supply must be sufficient to satisfy all the needs of the members for both domestic purposes and livestock purposes before supplying any water for gardening/landscaping purposes.

The member shall install, at his own expense a service line from the meter to the point of use. The Corporation shall deliver water to the threaded joint on the discharge side of the meter. The water and the line become the property and the responsibility of the member at that point. Any additions from the existing water supply to the meter will be performed at the member's cost and once this line is laid it will become the property of the Corporation and will be maintained by the corporation. Final inspection must be made by the Corporation before the meter can be placed into use. All additions must be at the depth of at least 30 inches on private easements secured by the new member and only PVC class 200 pipe used.

At no time can a member transfer his membership to another property. A transfer can be obtained only at the time the property is sold, but not moved to another property.

The member shall hold the Corporation harmless for any and all claims or demands for damages to real or personal property occurring from the point the member ties on to the water meter to the final destination of the line installed by the member. The member agrees to grant the Corporation an easement of right-of-way for the purpose of installing, maintaining and operating such pipe, lines, meters, valves and other equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate water service meters and pipe necessary to connect the meter on the property of the members at a point to be chosen by the Corporation and shall have access to it's property and equipment located upon member's premises at all time for any purpose connected with or in the furtherance of it's business operations and upon discontinuance of service, shall have the right to remove any of it's property from the member's premises.

Wichita Valley Water  
Service Agreement  
Page Three

**ALL FEES PAID BY THE MEMBERS TO THE CORPORATION ARE NON-REFUNDABLE**

The Texas Commission on Environmental Quality now requires that each meter servicing a sprinkler system must have a backflow preventer. The backflow preventer must be installed and tested by a certified independent plumber. The cost of the installation and test is the Member's responsibility.

---

Member

---

Wichita Valley Water Supply Corp.  
President

**SERVICE AGREEMENT**

**I. PURPOSE.** The Wichita Valley Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the 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 Wichita Valley Water Supply Corporation 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. RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.

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. These 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 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

**III. SERVICE AGREEMENT.** The following are the terms of the service agreement between **Wichita Valley Water Supply Corp. and \_\_\_\_\_.**

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 potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. 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 potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.

D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow 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 Water System shall, at its option, either, terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

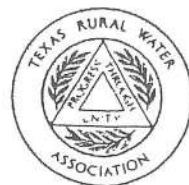
"WATER COMES FIRST"



# WICHITA VALLEY WATER SUPPLY CORP.

P.O. BOX 550 • HOLLIDAY, TEXAS 76366

(940) 723-6394 • FAX (940) 586-2010



## MEMBERSHIP FEE

Wichita Valley Water Supply Corporation is a member – owned corporation. Because W.V. W. S. C operates as a member-owned corporation, each member must pay for present and long-term services provided by the Corporation.

Therefore, each member is required to pay a schedule of fees determined from time to time by the Board of Directors. Below is a break down and explanation of each of the charges that together make-up the \$1400.00 stockholder's cost.

MEMBERSHIP FEE: \$100.00. The membership fee is a non- refundable fee that is for the administration cost associated with you account with W.V.W.S.C.

ENGINEER FEE: \$40.00. The engineer fee is also a non-refundable fee. Anytime a meter is added to our system, we must have approval from our systems engineer. Our engineer adds all new meters to his maps of our water system so that we are sure that we have the capability to serve those who request water service from W.V.W.S.C.

INSTALLATION FEE: \$ 360.00. The installation fee includes the pre-installation inspection of the meter location, the meter, meter box, and equipment and labor used to make your water tap. The fee also includes the inspection of your service line after connection. This fee is non- refundable.

BUY- IN FEE: \$ 900.00 The buy-in fee is required of each new member. That fee brings the new member in to the corporation at a rate of equity in comparison to the total number of dollars all existing members have paid toward the total assets of the corporation. The buy- in fee is calculated by means of an Average Net Equity Purchase formula ( ANEP ) – dividing the total number of active meters into the total assets of the corporation. This fee is non- refundable

