



payment of a Deposit Fee, the Applicant qualifies for service as a new Applicant and thereby may hereinafter be called a Customer.

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

The Utility shall have the authority to cancel the service of any Customer not complying with any policy or not paying any utility fees or charges as required by the Utility's published rates, fees, and conditions of service.

**PURPOSE:** The purpose of this Customer Service Agreement is to notify each customer of the plumbing restrictions, which are in place to provide this protection. Dos Aguas, LLC. ("Utility") is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The Utility has adopted the Uniform Plumbing Code. Any extension and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed. The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and all tariffed service rules of Utility. No other water service will be used by the Customer on the same property in conjunction with Utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect onto any water lines on his premises. The Utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the Utility will begin service. In addition, when the service to an existing connection has been suspended or terminated the Utility will not re-establish service unless it has a signed copy of this agreement.

**CUSTOMER LIABILITY:** Customer shall be liable for any damage or injury to Utility owned property or personnel by the customer or others under his control. Customer agrees to take no action to create a health or safety hazard or otherwise endanger, injure, damage, or threaten Utility's plant, its personnel, or its customers.

**RIGHT OF ACCESS AND EASEMENTS:** Utility will have the right of access and use of the Customer's premises at all times for the purpose of installing, inspecting or repairing water, meters, and all other equipment used in connection with its provision of water, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the Utility's system. The customer will install, at his own expense, a service line from the water meter, including a cut off valve on the customer's side of the meter. The customer will be responsible for the maintenance and repair of this service line and will release and hold the Utility harmless from any claims/demands for damage to real or personal property occurring beyond the point the customer connects to the water meter.

**PLUMBING INSPECTION:** Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications, including remodeling, are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the Customer Service Inspection (CSI) is received or any identified violations or hazards are remedied per TCEQ requirements. When potential sources of contamination are identified that require the installation of a backflow prevention device, such backflow flow prevention device shall be installed, tested, and maintained at the customer's expense. It is at the Applicants expense to have the customer service inspection certificate (CSI) supplied to the Utility and is required per TCEQ. Utility may provide a list of state licensed inspectors if needed.

**LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY:** Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the PUC & TCEQ. The Utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the meter delivered meets these state standards. The Utility makes no representation or warranties (expressed or implied), that customer's appliances will not be damaged or disruptions of or fluctuations in water service whatever the cause. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: 1) acts of God, 2) acts of third parties not subject to the control of Utility, 3) electrical power failures, or 4) termination of water service pursuant to Utility's tariff and the PUC rules.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the Utility may initiate the Emergency Rationing Program as specified in the Utility's Drought Contingency Plan. By execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.

The Customer 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 Utility District. 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 Utility District.

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

The Utility shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the Utility District, and shall have access to its property and equipment located upon Customer'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 Utility shall have the right to remove any of its equipment from the Customer's

property.

The Utility's authorized employees shall have access to the Customer's property or premises at all reasonable times for the purpose of inspecting for possible violations of the Utility's policies or TCEQ Rules and Regulations. The Utility strictly prohibits the connection of service pipelines from its 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 has a Deposit. Said guarantee shall pledge any and all Deposit Fees against any balance due the Utility. Liquidation of said Deposit Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Utility'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 Utility.

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 Utility's Tariff.

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Applicant/Customer

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Witnesseth Approved and Accepted

**DOS AGUAS, LLC**

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