



PO Box 409, Tomball, TX 77377, 281-356-5347 Fax: 281-356-5382, www.quadvest.com

CONTRACT/APPLICATION FOR WATER & SEWER UTILITY SERVICE

This Contract/Application for Utility Service ("Contract/Application") is by and between Quadvest, L.P., a limited partnership, its successors and assigns ("Utility") and the applicant ("Customer" or "Applicant") whose name and signature is shown below on the last page of this document.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility-owned property or personnel shown to be caused by the customer his invitees, his agents, his employees, or others under his control.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Any extensions 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.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access to the Customer's premises at all times for the purpose of installing, inspecting or repairing water/sewer mains or other equipment used in connection with its provision of water/sewer service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system, including inspection of the customers plumbing for code, plumbing or tariff violations.

SEWER REGULATIONS: The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers.

THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.

Pursuant to TCEQ Rule 291.86(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair to replace all equipment damaged due to service diversion or the discharge of wastes that the system cannot properly treat.

Pursuant to TCEQ Rule 291.85(b) (3), the customer's service line and appurtenances shall be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the Uniform Plumbing Code. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive, infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the TCEQ's executive director,



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require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH UTILITY'S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE THREATEN OR ENDANGER UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON UTILITY'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM UTILITY. ANY ACTION BY OTHERS OR ME UNDER MY CONTROL IN VIOLATION OF THIS PARAGRAPH MAY RESULT IN THE TERMINATION OF MY UTILITY SERVICE WITHOUT NOTICE.

I HAVE BEEN SHOWN A COPY OF UTILITY'S TCEQ-APPROVED TARIFF AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.



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QUADVEST, L.P. SERVICE RULES

1. Meter locations are preset by agreement of the utility and developer and may only be changed where technically feasible at customer's expense as provided in Quadvest's tariff and TCEQ's rules. Taps into existing mains where no previous location decision has been made will be at a mutually agreed location on the customer's property line.
2. Sewer lines, septic tanks or animal pens are strictly prohibited from being within 20 feet of the water main.
3. Bills are due on the due date and late if not received by 5:00 pm on the due date. Disconnect notices will be sent and if payment is not received within 10 days, service will be discontinued on or after the disconnect date. The utility has up to 36 hours to reconnect. Disconnected services will be charged a \$25 reconnect fee and \$50.00 residential deposit if not on file with the utility.
4. Water meters, water mains, water wells, and all other associated equipment are the property of Quadvest, L.P. Tampering with any property is against the law and will be strictly enforced according to the law. Any expenses incurred from tampering will be reimbursed by the customer, including but not limited to labor and material charges. A meter never becomes the property of a customer; however, each lot owner is responsible for the meter box.
5. The monthly metered water service rate shall be set by the Texas Commission on Environmental Quality (TCEQ) or the municipality having jurisdiction over customers inside that city. The rates are subject to change at any time by order of the appropriate regulatory authority. All new customers are entitled to a schedule of rates applicable to their class of service upon request.
6. A 48 hour notice must be provided to Quadvest, L.P. prior to any digging on a customer's private property to allow us to mark the water mains (less than 2 feet deep). Any damage to the utility will be repaired at the expense of the customer.
7. Each lot owner should install his/her own shut off valve next to the meter box in the event that the water must be turned off for plumbing repairs. All new customers are required to install a customer-owned shut off valve. If any damage occurs to the property of Quadvest, L.P., it needs to be promptly reported for repair.

A labor charge, port to port, plus materials, machines, tools and any other laborers needed to repair the system due to unauthorized tampering will be charged to the customer.



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WATER AND SEWER TARIFF

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Rate</u> (includes -0- gallons all meters)	<u>Gallonage Charge</u>
5/8 x 3/4"	\$ 28.75	\$1.75 per 1000 gallons
1"	\$ 71.88	for the first 10,999 gallons
1 1/2"	\$ 143.75	\$2.00 from 11,000 to 20,999 gal
2"	\$ 230.00	\$2.25 from 21,000 to 30,999 gal
3"	\$ 460.00	\$3.00 for 31,000 gal and over
4"	\$ 718.75	
6"	\$1437.50	

REGULATORY ASSESSMENT 1.0%
 A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER

***GROUNDWATER REDUCTION Plan (GRP) FEE** PER 1000 gallons usage for the San Jacinto River Authority (Montgomery County) is being implemented in accordance with the utility's approved purchased water adjustment Clause for fees related to the San Jacinto River Authority. The Cost of these charges to customers will not exceed the Increased Cost of the fees.

*The San Jacinto River Authority GRP fees rate effective August 17, 2010, is \$0.50 per 1000 gallons usage.

FORM OF PAYMENT: THE UTILITY WILL ACCEPT THE FOLLOWING FORM(S) OF PAYMENT :
 Cash x, Check x, Money Order X, Discovery X, MasterCard X, Visa X Bank Draft X
 (THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

Section 1.02 - Miscellaneous Fees

TAP FEE 5/8" x 3/4" meter	\$790.00
Plus unique costs at actual cost where permitted by TCEQ rule	
TAP FEE 1" meter	\$870.00
Plus unique costs at actual cost where permitted by TCEQ rule	

LARGE METER TAP FEE **Actual Cost**
 TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 1" METER.

RECONNECTION FEE
 THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non payment of bill (Maximum \$25.00) \$ 25.00
- b) Customer's request \$ 45.00
- c) Cut lock fee \$ 25.00

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE **\$45.00**
 THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE **10%**
 A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE	\$ 25.00
CUSTOMER WATER DEPOSIT RESIDENTIAL	\$ 50.00



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COMMERCIAL AND OTHER NON-RESIDENTIAL DEPOSIT

1/6TH EST. ANNUAL BILL





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FLAT MONTHLY RATE OF \$59.00 PER CONNECTION FOR RESIDENTIAL WATER METER SIZES 5/8" x 3/4" and 1"

Commercial Rates

1 1/2"	\$ 295.00
2"	\$ 472.00
3"	\$ 944.00
4"	\$1,475.00
6"	\$2,950.00

REGULATORY ASSESSMENT

1.0%

A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL SEWER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER

***GROUNDWATER REDUCTION Plan (GRP) FEE PER 1000 gallons usage for the**

San Jacinto River Authority (Montgomery County) is being implemented in Accordance with the utility's approved purchased water adjustment Clause for fees related to the San Jacinto River Authority. The Cost of these charges to customers will not exceed the Increased Cost of the fees.

*The San Jacinto River Authority GRP fees rate effective August 17, 2010, is \$0.50 per 1000 gallons usage.

FORM OF PAYMENT: THE UTILITY WILL ACCEPT THE FOLLOWING FORM(S) OF PAYMENT :

Cash x, Check x, Money Order X, Discovery X, MasterCard X, Visa X Bank Draft X

(THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

TAP FEE (Pressure Sewer) 1" or larger	ACTUAL COST
(Customer shall own and maintain all required grinder pumps and appurtenances)	
TAP FEE (Gravity Sewer) for 5/8 x 3/4-inch water meter	\$790.00
(Gravity Sewer) for 1" water meter	\$870.00
plus any unique costs permitted by TCEQ rules	

RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

a) Non payment of bill (Maximum \$25.00)	\$ 25.00
b) Customer's request	\$ 45.00

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

LATE CHARGE **10%**

A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE	\$ 25.00
CUSTOMER WATER DEPOSIT RESIDENTIAL	\$ 50.00
CUSTOMER SEWER DEPOSIT RESIDENTIAL	\$ 50.00
COMMERCIAL AND OTHER NON-RESIDENTIAL DEPOSIT	1/6TH EST. ANNUAL BILL



Acct # _____

Date rec'd _____

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III. Service Agreement: The following are the terms of the service agreement between Quadvest, L.P. and _____

(Print Names)

Located at _____

(New Service Address, including City & Zip Code)

Subdivision _____ Section _____ Block _____ Lot# _____
Applicant is: Landowner _____ Tenant _____

Drivers License # _____ (Copy Required) SS # _____

Drivers License # _____ (Copy Required) SS # _____

Home # _____ Business # _____ Cell # _____

e-mail: _____ e-mail: _____

I (do do not) want to receive paperless billing.

Effective Date: _____ (minimum 2 days to activate or disconnect service)

Type of water service: Residential ____ Commercial ____ Industrial ____ Developer ____

For commercial service only, list all toxic or hazardous chemicals to be used at service location excluding normal domestic cleaning agents typically used in a home or office.

Applicant's Address (if different from above): _____

Person Responsible for Bill (if different than applicant): _____

Billing Address: _____

Home # _____ Business # _____ Cell # _____

e-mail: _____ e-mail: _____

I (do do not) want to receive paperless billing.

Customer Signature: _____ Date: _____

Print customer name: _____

Customer Signature: _____ Date: _____

Print customer name: _____