



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

CONTRACT/APPLICATION FOR WATER UTILITY SERVICE

This Contract/Application for Utility Service ("Contract/Application") is by and between Quadvest, L.P., a limited partnership organized under the laws of the State of Texas, 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 reasonable 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.

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 free of leaks. 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



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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 RATE PAGE 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 and may only be changed where technically feasible at customer's expense as provided in Quadvest's tariff and TCEQ's rules.
 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 16th of every month. Late fees are \$5. Disconnect notices will be sent and if payment is not received within 10 days, service will be discontinued on or after the disconnect date. Disconnected services will be charged a \$25 reconnect fee and \$50.00 residential deposit per service.
 4. The customer/lot owner agrees to permit Quadvest, L.P. to inspect water lines and plumbing at any time and grants the utility, its employees, its agents and its contractors a right of entry onto the property being served for this purpose.
 5. 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 at the expense of the customer, including but not limited to labor and material charges. A meter never becomes the property of a customer.
 6. The monthly metered water service and sewer 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.
 7. 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 mains (less than 2 feet deep). Any damage to water or sewer mains will be at the expense of the customer.
 8. Each lot owner should install his/her own 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. The cost of the repairs will be the responsibility of the lot owner.
 9. 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. Each lot owner is responsible for the meter box provided for that lot.
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SECTION 1.0 - RATE SCHEDULE

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"	\$ 26.00	\$1.85 per 1000 gallons
1"	\$ 65.00	for the first 10,000 gallons
1 1/2"	\$ 130.00	\$2.00 from 11,000 to 20,000 gal
2"	\$ 208.00	\$2.20 from 21,000 to 30,000 gal
3"	\$ 416.00	\$3.00 over 30,000 gal
4"	\$ 650.00	
6"	\$1300.00	

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

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 **\$685.00**
 Plus unique costs at actual cost where permitted by TCEQ rule

TAP FEE 1" meter **\$750.00**
 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



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: _____

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

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

Billing Address: _____

Home # _____ Business # _____ Cell # _____

e-mail: _____

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

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

1. 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.

2. Misc. fees required as a condition of service include transfer fee and possibly deposit.

3. Is use of public utility easement required? yes _____ no _____

Customer Signature: _____ Date.: _____

Print customer name: _____

Customer Signature: _____ Date.: _____

Print customer name: _____



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Date: _____

Authorization Agreement for Bank or Credit Card Debiting

If you would like to enjoy the convenience of automatic billing, simply complete either the Bank or Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically debit your bank account or credit card the appropriate amount indicated on your monthly bill on the due date. You may cancel this automatic billing authorization at any time through written notification. Please allow up to 30 days for processing enrollment forms and cancellation notices.

Customer Information (To be completed by Customer)

Customer name: _____ Customer Account Number: _____ Phone: _____

I (we) hereby authorize Quadvest, L.P. to initiate debit entries to my (our) Checking Savings or Credit Card indicated below the appropriate monthly amount due for my (our) utility service on the due date. I also understand that this automatic billing will continue until written cancellation is provided to Quadvest. Please note due dates are pre-set.

Month to begin: _____

Customer's signature: _____ Date: _____

Credit Card Information

Credit Card Type: Visa Mastercard Discover Credit Card Number: _____ Expires: ____/____

Cardholder's Name: _____ Cardholder's Address and Zip Code: _____
(as shown on credit card) (credit card billing address)

CSI (Security Code): _____

Banking Information

Bank Type: Checking Savings *Must include a Voided check to process
Depository Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Route No.: _____ Bank Account No: _____



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