

RANCH UTILITIES

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 Ranch Utilities a corporation 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

SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

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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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RANCH UTILITIES SERVICE RULES

1. Meter locations are preset and may only be changed where technically feasible at customer's expense as provided in Ranch Utilities 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. Late notices will be sent and if payment is not received within 10 days, service will be discontinued. Disconnected services will be charged a \$25 reconnect fee, a \$5.00 late fee, plus a \$50.00 residential deposit.
 4. The customer/lot owner agrees to permit Ranch Utility 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. However, it is the customer's responsibility to maintain their service lines in good operating condition, such as, clear of obstruction, defects, leaks, or blockage.
 5. Water meters, water mains, water wells, and all other associated equipment are the property of Ranch Utility. 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. No meter ever becomes the property of a customer.
 6. 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.
 7. A 48 hour notice must be provided to Ranch Utilities 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 water 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 Ranch Utility, 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. (Each meter has the lot number printed on the lid).
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SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

| <u>Meter Size</u> | <u>Monthly Minimum Rate</u> | <u>Gallonage Charge</u> |
|-------------------|-----------------------------|----------------------------------|
| 5/8 x 3/4" | \$ 23.00 | \$1.75 for 1,000 to 10,000 gals |
| 1" | 57.50 | \$2.25 for 11,000 to 15,000 gals |
| 1 1/2" | 115.00 | \$2.75 for 16,000 to 20,000 gals |
| 2" | 184.00 | \$3.25 over 20,000 gals |
| 3" | 345.00 | |
| 4" | 575.00 | |
| 6" | 1,150.00 | |

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
 (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 **\$535.00**
 Plus unique costs at actual cost where permitted by TCEQ rule

TAP FEE 1" meter **\$600.00**
 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**
- 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

III. Service Agreement: The following are the terms of the service agreement between Ranch Utilities and _____

(Print Names)

Located at _____
(New Service Address)

Subdivision _____ Section _____ Block _____ Lot# _____ (Route) _____

Applicant's Address, if not the same as above: _____

Applicant is Landowner _____ Tenant _____

Drivers Lic. # _____ SS # _____

Home# _____ Business# _____ e-mail: _____

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

Billing Address: _____

Home# _____ Business# _____ e-mail: _____

Drivers Lic. # _____ SS # _____

Effective Date: _____ (Date meter to be installed- Please allow 2 -3 weeks before effective date or we will call when ready.)

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

Permanent _____ Temporary _____ If temporary, termination date: _____

1. 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:

Amount: \$ _____ Type: _____ Refundable: yes ___ no ___

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

Customer Signature: _____ Meter Req.: _____ 5/8" _____ 1"

OFFICE USE ONLY: Date Rec'd: _____ Amount Rec'd: _____ Payment

Ref: _____

Locate #: _____ Date: _____ Time: _____ Key Map #: _____

Cross Street: _____ Meter: _____ 5/8" _____

1"

Short Tap: _____ Bore: _____ Connection Size: _____ Rt. Corner _____ Left Corner _____

Meter Read: _____ Date Completed: _____ Meter #: _____

Single Tap: _____ Double Tap: _____ Lot#: _____

RETURN PAGE

Mail when house is completed to: Ranch Utilities, P.O.Box 409, Tomball, TX 77377

Must be completed and returned before initiating permanent service.

CUSTOMER SERVICE INSPECTION CERTIFICATION

Name of PWS: **Ranch Utilities** PWS I.D. # _____
Location of Service: Subdivision _____ Sec. _____ Blk _____ Lot _____
Service Address: _____

Reason for Inspection: New Connection↑
Existing service where contaminate hazards are suspected.....↑
Major renovation or expansion of distribution facilities.....↑

I, _____ upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

- 1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
_____ Compliance _____ Non-Compliance
- 2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for an annual inspection and testing by a certified backflow prevention assembly tester.
_____ Compliance _____ Non-Compliance
- 3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
_____ Compliance _____ Non-Compliance
- 4. No pipe or pipe fitting which contains more the 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988.
_____ Compliance _____ Non-Compliance
- 5. No solder of flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.
_____ Compliance _____ Non-Compliance

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines _____ Lead _____ Copper _____ PVC _____ Other _____
Solder _____ Lead _____ Copper _____ PVC _____ Other _____

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks: _____

Signature of Inspector: _____ Inspector Reg No. _____

Title: _____ Type of Registration: _____

Date: _____

