

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 (888) 856-2488 • (888) 856-2242 (Toll Free Fax)
Coupland, TX 78615 (512) 856-2488 • (512) 856-2029 (Fax)

CORPORATION USE ONLY	
Acct. Number	_____
Amount Paid	_____
Classification	_____
Date Approved	_____
Insp. Form	_____
Deposit Date	_____

Service Application and Agreement

TODAY'S DATE: _____

APPLICANT'S NAME: _____

DRIVER'S LICENSE: _____ ***REQUIRED***

CO-APPLICANT'S NAME: _____

DRIVER'S LICENSE: _____ ***REQUIRED***

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE: HOME: (____) _____ WORK: (____) _____

CELL: (____) _____ E-MAIL: _____

PHYSICAL ADDRESS OF PROPERTY (street address, subdivision and lot, block numbers)

County of Property: _____

*** THIS FIELD IS REQUIRED ***

PREVIOUS OWNER'S NAME AND ADDRESS

METER READING: _____

ACREAGE _____

HOUSEHOLD SIZE _____ square feet

NUMBER IN FAMILY _____

LIVESTOCK & NO. _____

DATE OF PROPERTY PURCHASE: _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

Date and initials

FORM MUST BE COMPLETED BY APPLICANT ONLY

Agmt Copy _____

MANVILLE SUPPLY CORPORATION SERVICE AGREEMENT

EQUAL OPPORTUNITY PROGRAM

The following information requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Race/National Origin

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Caucasian | <input type="checkbox"/> African American | <input type="checkbox"/> American Indian
or Alaskan Native | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Pacific or
Asian Islander | <input type="checkbox"/> Other _____
(Specify) | | <input type="checkbox"/> Male
<input type="checkbox"/> Female |

AGREEMENT made this _____ day of _____, 20_____, between Manville Water Supply Corporation; a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member)

Witnesseth:

1. The Corporation shall sell and deliver water and/or wastewater service to the Applicant and Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a Transferee and thereby may hereinafter be called a Member.
2. The Member shall pay the Corporation for service hereunder as determined by the Corporation's Tariff and upon the terms and conditions set forth therein, a copy of which is on file with the Utility and the Texas Natural Resource Conservation Commission.
3. The Board of Directors shall have the authority to cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges required by the Corporation's published rates, fees, and conditions of service.
4. Pursuant to Manville's Utility Extension Policy, the Member is responsible for the cost to extend water service, by line extension and/or road crossing, etc., to said property at their expense. The need for extension can be assessed in advance; however, only verification after receipt of the application and the funds guarantees the location of the water service and that no extension is necessary.
5. Applicant further agrees to pay, upon becoming a Member, the monthly charges for water service as prescribed in the Corporation's published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the corporation to liquidate, as damages; the fees previously paid as a Membership fee. In addition to any Membership fees forfeited, the Corporation may assess a lump sum of \$450.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Membership fee shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies.
6. The Member in whose name the meter is installed is responsible for all water charges accrued on the water meter. **THIS INCLUDES BILLS FOR RENTERS!**

Initial Here _____

7. All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling and/or only one (1) business. **Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub-meter water to any other person, dwelling, business, and/or property, etc., is prohibited.**
8. The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property.
9. The Corporation's authorized employees shall have access to the Member's property or premises, service lines and plumbing facilities at all reasonable times for the purpose of inspection to insure compliance with state required Minimum Acceptable Operating Practicing for Public Drinking Water Systems, as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or to other unknown water supply.
10. 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 initiate the Drought Contingency Plan as adopted by the Board of Directors and as specified in the Corporation's Tariff. By execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.
11. The Member shall install at his own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, clean outs, and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% 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 Corporation if installed on or after July 01, 1988.
12. By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.
13. The Member shall grant to the Corporation, now or in the future, any easements or right-of-ways for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.
14. 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 Member owns a membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees should give rise to discontinuance of water utility service under the terms and conditions of the Corporation's tariff. **APPLICANT ACKNOWLEDGES THAT NONPAYMENT OF AMOUNTS DUE TO MANVILLE WILL RESULT IN DISCONNECTION OF THE WATER SERVICE TO APPLICANT'S PROPERTY. IN THE EVENT WATER SERVICE IS DISCONNECTED, A FEE SET BY MANVILLE IN ITS TARIFF WILL BE CHARGED AND MUST BE PAID BEFORE SERVICE WILL BE RECONNECTED.**

Initial Here _____

15. By execution of this Service Application and Agreement, Applicant agrees that non-compliance with the terms of this Agreement by said Applicant should constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.
16. 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 Corporation's Tariff.

Applicant/Member

Co-Applicant/Member

Members purchasing a home with existing water service simply complete the application and return it with check or money order for the cost of water service shown at the top of the first page of the application. **It is the responsibility of the buyer to take an initial meter reading. If a reading is not provided by the buyer, Manville will either use the reading provided by the seller or the monthly meter reader – whichever one was taken nearest to the date of closing. Manville does not prorate billings. Thank you.**

For new meter installation, please complete the application and follow these additional instructions:

1. Mark meter location by placing a stake in the ground inside the property line with a sign that reads "Water Meter Here" and your last name. **The estimated time for completion is thirty (30) working days.** If a meter box is on your property, place the stake by the meter box. **The estimated time for completion is fifteen (15) working days. METER SIGNS MUST BE VISIBLE FROM THE ROAD.** Estimated times for completion are based on applicants that need water service where a waterline is currently located. If a road crossing or line extension is needed to provide water service, please allow an additional 15 (fifteen) to 30 (thirty) working days. **Meters WILL NOT be set if location is not marked.**
2. Include a map of the service location. If you do not have a map, a drawing is acceptable.
3. Return application along with a check or money order for the cost of water service.

NOTE: Upon installation of the meter, you will be billed a monthly base rate of \$20.12 Usage is calculated based on a conservation rate schedule. (This minimum monthly cost is for a residential 3/4" x 5/8" meter. Larger or commercial use meters may have a higher monthly charge.)

YOU ARE BILLED A BASE RATE WHETHER YOU USE WATER OR NOT !