

GILL WATER SUPPLY CORP.

SERVICE APPLICATION AND AGREEMENT

PLEASE PRINT:

**DATE:** \_\_\_\_\_

**APPLICANT'S NAME:** \_\_\_\_\_

**SPOUSE'S NAME:** \_\_\_\_\_

**BILL SENT TO ADDRESS:**

**BILLING ADDRESS AT HOUSE LOCATION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER – HOME (\_\_\_\_) \_\_\_\_\_ WORK (\_\_\_\_) \_\_\_\_\_

**CELL** (\_\_\_\_) \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY: \_\_\_\_\_

DRIVER'S LICENSE NO. OF APPLICANT: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, sub-division with lot and block number)

\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Membership)

\_\_\_\_\_

\_\_\_\_\_

ACREAGE: \_\_\_\_\_ HOUSEHOLD SIZE: \_\_\_\_\_

NUMBER IN FAMILY: \_\_\_\_\_ LIVESTOCK & NO.: \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: FORM MUST BE COMPLETE BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED. Will be additional \$150.00-\$200.00 if a CSI is needed. New Membership and service \$1,600.00. If there is a line extension or boaring required will be additional fee.

INT. \_\_\_\_\_

SERVICE APPLICATION AND AGREEMENT (CONTINUED)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between GILL 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:

The Corporation shall sell and deliver water services to the Applicant and Applicant shall purchase, receive, and/or reserve water 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 policed, including payment of a Membership Fee, the Applicant qualified for Membership as a new Applicant or continued Membership as a Transferee and thereby may hereinafter be called a member. All deposits nonrefundable.

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 has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this Agreement.

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 as required by the corporation's published rates, fees, and conditions of services.

If this agreement is completed for the purpose of assigning water services as part of rural domestic water system loan project contemplated with the USDA, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purpose of determining

- A. The number of taps to be considered in the design and
- B. The number of potential rate payers considered in determining the financial feasibility of constructing either
  - a. A new water system, or
  - b. Expending the facilities of an existing water system, the Applicant thereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to

pay, upon becoming a Member, the monthly water chargers for such service as prescribed in the Corporation's published rates, fees and conditions of service.

#### SERVICE APPLICATION AND AGREEMENT (CONTINUED)

Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the corporation may assess a lump sum of \$300.00 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 Indication of Interest fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of interest Fee shall be of an amount equal to the Corporation's Membership fee.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or connection is for sole use of the Member or customer and is to serve water to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

In the event the total water supply is insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of the Application of this agreement, Applicant hereby shall comply with the terms of said program.

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 Members/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

- I. PURPOSE. The Gill WSC is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of



- D. The Customer shall immediately remove or adequately isolate any potential cross-connection or other potential contamination hazards on his premises.
  - E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
- IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement shall be billed to the Customer.

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

SERVICE APPLICATION AND AGREEMENT (CONTINUED)

The Member shall grant the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any 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.

The Corporation shall have the right to locate 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 reasonable 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, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property.

The Corporation's authorized employees shall have reasonable access the Member's property or premises at all reasonable times for the purpose of inspecting for possible violation of the Corporation's policies or Texas Department of Health Rules and Regulations. The Corporation 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 Agreement and Agreement. Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership fees against any balance due to the Corporation. Liquidation of said Membership fees will give rise to discontinuance of water utility service under the terms and conditions of the Corporation's Tariff.

The Corporation is only responsible for water lines and water that serves to meter. Applicant is responsible for water and lines beyond meter. Applicant will also be responsible to cost of any CSI's that are required. Applicant will be billed after CSI's are completed.

By execution of this service Application and Agreement, Applicant 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 Corporation.

Any misrepresentation of the facts by the Applicant on any four pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

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Applicant/Member

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Witnesseth

Date:

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**UNITED STATES DEPARTMENT OF AGRICULTURE  
RIGHT OF WAY EASEMENT  
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that Gill Water Supply Corp., (hereinafter called "Grantee"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by \_\_\_\_\_, (hereinafter called "Grantors"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

Gill Water is only responsible for water and water lines serving meter. Customer is responsible for anything beyond meter.

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Over)  
**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_.**

**BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**(Seal) (Notary Public in and for)**

\_\_\_\_\_  
**County, Texas.**