



GOFORTH SPECIAL UTILITY DISTRICT

8900 Niederwald Strasse • Niederwald, TX 78640
(512) 376-5695 Toll Free 1-866-376-5695 FAX (512) 376-7631

**NO EASEMENT REQUIRED
GRANTED WITHIN THE
SUBDIVISION PLAT.**

SERVICE APPLICATION AND AGREEMENT

Please Print

Date _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

BILLING ADDRESS _____

PROPERTY SERVICE ADDRESS: _____

PHONE NUMBER: Home _____

Work _____

Cell _____

Cell _____

E-mail _____

PROOF OF OWNERSHIP PROVIDED BY DEED _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of subdivision, lot and block number)

PREVIOUS OWNER'S NAME _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

"VOLUNTARY ONLY"

YOUR RESPONSE TO THIS INFORMATION IS ONLY VOLUNTARY

The following information is 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 encourage to do so. This information will not be used in evaluating your application or to discriminate against you in any way.

White Black American Indian Hispanic Asian Other Male Female

Date Meter Installed _____

Initial _____

R- _____ M# _____ SEQ# _____ ACCT# _____

AGREEMENT made this _____ day of _____, _____ between Goforth Special Utility District organized under the laws of the State of Texas (hereinafter called the District) and _____, (hereinafter called the applicant and/or customer)

Witnesseth:

The District shall sell and deliver water and/or wastewater service to the applicant and the applicant shall purchase, receive, and /or reserve service from the District in accordance with the bylaws Code of Ethics and Rate Order of the District as amended from time to time by the Board of Director of the District. Upon compliance with said policies, including payment of customers, the applicant qualifies for customers as a new applicant or, continued customers as a transferee and thereby may hereinafter be called a customer.

The customer shall pay the District for service hereunder as determined by the District Rate Code and upon the terms and conditions set forth herein, a copy of which has been provided as information held in the District office. A copy of this agreement should be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the customer of any customer not complying with any policy or not paying any utility fees or charges as required by the District published rates, fees, and conditions of service. Anytime service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current, signed copy of the agreement.

All water shall be metered by meters to be furnished and installed by the District, The meter and/or wastewater connection is for the sole use of the customer or customer and is to provide service to any one (1) dwelling or one (1) businesses. Extension of pipe (s) to transfer utility service from one property to another, to share , resell, or submeter water to any other persons, dwelling, businesses, or property, etc., is prohibited.

The District shall have the right to locate a water meter and the pipe necessary to connect the meter on the customer property at the point to be chosen by the District, and shall have access to its property and equipment located upon customers premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its businesses operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the customers property. The customer shall installed at their own expense any necessary service lines from the District facilities and equipment to the point of use, including any customer service backflow prevention device and other equipment as may be specified by the District. The District shall also have access to the customer property for purpose of inspection for possibly cross-connections and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing on or after July 1, 1989, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1989, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Customer and/or premises is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours. The District shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable plumbing practice on their premises. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customer/users of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, 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 equipment which may be deemed necessary by the District to extend or improve service for existing or future customers, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account. Fees shall give rise to discontinuance of service under the terms and conditions of the District's Rate Order.

By execution hereof, the Applicant agrees 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 District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District Rate Order.

Applicant/Customer Signature

Date

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature recently enacted a bill, effective September 1, 1993 allowing publicly owned utilities to give their Customer the option of making the Customer's address, telephone number, and social security number confidential. There is no charge.

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state, or a political subdivision of the state, or the federal government acting an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state; a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

Yes, I want to make my personal information confidential.

Applicant/Customer Signature

(GSUD Office Use Only)

Date Application Received _____

Account Number _____

Amount Paid _____

Cash _____ Check _____ Money Order _____ Credit Card _____

Date Meter Installed _____