

**GUADALUPE-BLANCO RIVER AUTHORITY
TRAILS AT WINDY HILLS SEWER SERVICE AGREEMENT**

Subdivision: _____ Block/Lot Number: _____
Service Address: _____ Number of LUE's _____

This Agreement ("Agreement") made this _____ day of _____, 20____, is between the Guadalupe-Blanco River Authority ("GBRA") and _____ ("Customer"). This Agreement shall be effective from the date of Customer signature below and shall continue in perpetuity or until such time as Customer transfers ownership of the property to a subsequent owner. Customer shall notify the subsequent owner that a new service agreement and applicable fees must be executed and paid prior to receiving service from GBRA.

WITNESSETH: GBRA agrees to provide sewer service to Customer and Customer agrees to purchase service from GBRA, in accordance with rules and regulations established by the Board of Directors of GBRA, at the rates and terms and conditions set forth herein. The rates are subject to adjustment based on rate schedules adopted from time to time by GBRA's Board of Directors and the North Hays County Municipal Utility District No. 1 (the "District"). Customer's treated water services shall be provided by Goforth Special Utility District ("GSUD")

All charges billed are due and payable on or before sixteen (16) days after the date of billing. A penalty in the amount of 5% of the existing unpaid balance is assessed on each delinquent account on the seventeenth (17) day after date of billing.

Monthly Sewer Service Fee (Per LUE* as set forth below) \$38.00
Transfer Fee \$50.00

Goforth will bill for GBRA

* Living Unit Equivalents

Water Meter size (inches)	5/8"	3/4"	1"	1½"	2"	3"
No. of LUE	1	1 ½	2 ½	5	10	17 ½

Customer shall install, at his/her own expense, a service line from the collection line to the point of use. The service line must be constructed in accordance with specifications consistent with GBRA construction standards. Customer shall notify and permit GBRA to inspect such service line during construction. Failure to do so may result in Customer being required to uncover the connection at his/her own costs.

The monthly sewer service fee set forth above shall be billed to Customer upon execution of this Agreement regardless of actual utilization by Customer.

Customer agrees to indemnify, defend and hold GBRA and any and all of its Boards, officers, agents, representatives, employees, volunteers, and elected or appointed officials, free and harmless from any and all claims, demands, losses, expenses, damages, liabilities and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred by GBRA in defense of such claim) on account of taxes, claims, debts, personal injuries, death or damages to property, arising directly or indirectly from accessing GBRA's sewer services.

Customer agrees to grant to GBRA an easement of right-of-way for the purpose of inspecting, repairing, or replacing service lines, system components (associated facilities and appurtenances) located on Customers property as deemed necessary by GBRA. Customer may not assign this agreement, in whole or in part, to any third party.

GBRA retains the right to discontinue and/or disconnect all sewer service if Customer fails to pay all charges when due. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS FULLY RESPONSIBLE FOR THE PAYMENT OF SEWER SERVICE REGARDLESS OF ANY THIRD-PARTY AGREEMENTS CUSTOMER MAY HAVE THAT STATES OTHERWISE.

Customer understands and agrees that they are responsible for the installment and maintenance of the clean-out (A sewer clean out is defined as a pipe with a cap that provides access to the sewer line so that blockages can be removed). The clean-out must be constructed in compliance with GBRA's standard construction specifications (set forth in Attachment A). GBRA retains the right to inspect the clean-out at any time to ensure proper operation. Should GBRA discover any deficiencies, Customer shall have thirty (30) days in which to repair the clean-out to a state which complies with GBRA's specifications. If Customer fails to remedy such deficiency within the required time frame, GBRA retains the right to request that GSUD discontinue water service until such time as the clean-out is in compliance or make the required repairs and bill Customer for the full cost of such repairs and all reconnection fees.

Customer agrees to the following (1) if GBRA discontinues sewer service for any reason, there will be a reconnection charge as set forth above; (2) based on the terms of an August 31, 2018 agreement ("2018 Agreement") between GBRA and GSUD, GBRA can request that GSUD discontinue water service until all sewer charges are paid in full; and (3) if GBRA physically disconnects sewer service, this agreement becomes NULL AND VOID AND RECONNECTION WILL NOT BE MADE UNTIL A NEW SEWER SERVICE AGREEMENT IS EXECUTED AND A RECONNECTION FEE IS PAID. If Customer connects or attempts to connect to GBRA's line without authorization and subsequently requests execution of a service agreement, Customer shall, at Customer expense, be responsible for 1. exposing the sewer line within the limits of the GBRA right of way to allow GBRA to inspect the connection and 2. paying the Inspection Fee and the Reconnection Fee as set forth above.

Pursuant to the terms set forth in the 2018 Agreement, fees for sewer service will be included as a separate line item on the GSUD monthly water utility service bill and paid to GSUD. Connection and transfer fees may be paid directly to GBRA at 933 East Court Street, Seguin, Texas, or by mail addressed to same. Customer is responsible for providing GBRA with up-to-date information for the statement address required hereunder.

NOTE FOR COMMERCIAL ACCOUNTS ONLY: The determination of LUEs for sanitary sewer service for a commercial account will be based upon (a) TCEQ guidelines or, in the absence of TCEQ guidelines, other published guidance and/or information provided by the business owner, (b) comparison to historic area use for similar businesses, or (c) actual utility records provided by the proposed or existing business. All capacity fees and monthly service fees will be applied based on the customer's LUEs. Any increased use due to changes in size, usage or capacity of an existing structure will result in an increase in the LUE base and all prospective monthly sewer service fees will be applied based on the revised LUE. Additionally, any increase in the number of LUEs for a commercial account after the initial service has been established will result in additional capacity fees (i.e. initial connection and inspection fee) for the added LUEs.

Billings for sewer service may be paid personally at the offices of Goforth Special Utility District, located at 8900 Niederwald, Texas 78640, by mail to the same address or online at https://www.goforthwater.org/home.php?p=gf_customers.

Customer requests that statements for sewer service be sent to the following:

NAME: _____ PHONE NO. _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CUSTOMER E-MAIL ADDRESS: _____

SIGNATURE OF CUSTOMER  _____ DATE: _____