

Bolivar Peninsula Special Utility District Service Application and Agreement

Date:	BPSUD ACCOUNT NO.:		
Applicant's Name:			
Driver's Lic. No.:	State of Issuance:	Expiration Date:	
Social Security No.:	Date of Birth:		
Home Telephone: ()	Alternate Telephone: ()		
E-mail Address:			
Co-Applicant's Name:			
Driver's Lic. No.:	State of Issuance:	Expiration Date:	
Social Security No.:	Date of Birth:		
Home Telephone: ()	Alternate Telephone: ()		
E-mail Address:			
Emergency Contact Name:	Emergency Contact Telephone: ()		
Type of Account:	Single Family Residential	Commercial	RV Only
			Irrigation Only
If commercial, type of business:			
Subdivision where service is requested:			
Legal Description of Property (Include name of road and lot and block number).			

Service Address:

Billing Address:

AGREEMENT made this ____ day of _____, 20____, between Bolivar Peninsula Special Utility District, (the "District") a District organized under the laws of the State of Texas and _____ (herein after called the Applicant and/or Customer). By execution hereof, the Applicant agrees that he/she has read and understands the terms of this agreement as stated on the back of this form, and understands that noncompliance shall constitute denial or discontinuance of service until such time as the violation(s) is corrected to the satisfaction of the District. Any misrepresentations of the facts by the Applicant shall result in discontinuance of service pursuant to the terms and conditions of the District's current service policy.

Applicant Signature

Date

Co-Applicant's Signature

Date

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____.

Notary Seal:

Notary Public, State of Texas

DISTRICT USE ONLY:	Septic Permit	Building Permit	Easement	Meter Size: _____
FEES:	Deposit: \$ _____	Set-Up: \$ _____	CSI: \$ _____	TAP: \$ _____
	Other:			TOTAL: \$

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 and service policy of the District as amended from time to time by the Board of Directors of the District.

The Customer shall pay the District for service hereunder as determined by the District's service policy and upon the terms and conditions set forth. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service to any customer not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this 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 to whom it was provided under this agreement and is to provide service to only one (1) residential dwelling or one (1) commercial dwelling. Extension of pipe(s) to transfer utility service from one property to another, to share, resell or submeter water to any other persons, dwellings, businesses or property, etc. is prohibited and is grounds for immediate disconnection of service.

Water shall be provided to the type establishment indicated on the front of this application form (i.e. residential, commercial, etc.). Customer must notify the District prior to converting the establishment type (for example converting a residence to a business) by completing a new Service Application and Agreement. Additional fees may be required.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Customer's premises at all necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property. The Customer shall install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards and illegal lead materials.

It is the customer's responsibility to ensure District personnel has access to the meter at all times without hindrance. The customer is also responsible for keeping the meter box free of debris and overgrowth and the meter free of dirt, mud, etc.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper 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 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 air gap or an appropriate backflow prevention assembly in accordance with State regulations.
- b. No cross connection between the public drinking water supply 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 air gap or a reduced pressure zone backflow prevention assembly and service agreement 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 water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection that provides water for human consumption.
- e. No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection that provides water for human consumption.

The District may immediately disconnect service, without prior notification, if an actual or potential health hazard exists.

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 their property to be inspected for possible cross-connections, potential contamination hazards and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter.

The District shall notify the Customer in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any undesirable practice on their premises. The Customer shall, at their own expense, 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 contractors, tampering by other Customers/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 pipelines, meters, valves and 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.