ACCT #_____

ELYSIAN FIELDS WATER SUPPLY CORPORATION
PO BOX 23, ELYSIAN FIELDS, TX 75642
Payment DropBox Location: 17973 FM 31
903-633-2250 (Office) 903-399-1144 (Water Service Emergencies)
www.efwatersupply.com

Water Service Application and User Agreement

This agreement between the ELYSIAN FIELDS WATER SUPPLY CORPORATION, a nonprofit corporation organized and existing in Harrison County in the state of Texas, hereinafter referred to as EFWSC.

Applicant Name:_____,

Service Address:_____,

being owner of land/property located within the EFWSC service area, hereinafter referred to as the Member, agrees to the following provisions and restrictions for water service pending application approval by the EFWSC Board of Directors:

1. The EFWSC agrees to install a water meter box containing one standard water meter, backflow preventer and cutoff valve in the service line from the EFWSC system to the Member's property and shall have exclusive right to use such cutoff value to turn the Member's service on and off.
2. The Member's service line may connect with the distribution system of EFWSC at the nearest place of use by the Member provided EFWSC has determined in advance that the water system is of sufficient capacity to deliver water to that point.
3. EFWSC shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may penalize and/or shut off water to a Member who allows a connection or extension to be made to his/her service line for the purpose of supplying water to another user.
4. The Member agrees to install and maintain, at his/her own expense, a service line. The line will begin at the meter installation in the right-of-way or service easement at the property line and extend to the dwelling and other portions of the premises. If the Member's property fails to border the EFWSC service easement, whether public or private, the Member will obtain from any intervening property owner an easement for their service line to connect to EFWSC service lines and pay for additional boring costs associated for connection to the system.
5. **The member agrees to install a shutoff valve for the property on their side of the water meter at their own cost to use when they need to shut of the water for repairs or emergencies.**
6. **The member agrees to maintain the area around the meter box, keeping it free of all obstructions and freely accessible for maintenance and reading.**
7. The water service supplied by EFWSC shall be for the sole use of the member and his /her household, the member agrees he/she will not extend or permit the extension of piped line for the purpose of

connecting, transferring or supplying water from one property to another nor will he/she resell or sub-meter water to any other person or entity.

8. Each Meter service shall supply water to only one residence and associated out buildings located on the real estate property listed in this service contract and EFWSC may at any reasonable time make inspections to enforce this provision. Violations of this provision shall be grounds for penalties, disconnection of service or termination of membership.
9. Cross Connections shall not be permitted or any physical connection between any private water system and the water system of EFWSC. There shall be no physical connection between extensions, hoses, holding tank, reservoir for non-potable liquid, unless such connection is protected by a back-flow prevention devise approved by EFWSC. There shall be no connection or extension of water lines from inside the meter pit other than the direct hookup of the service line.
10. The Member understands that meters are read during approximately the third week of each month and a meter reading may be estimated when deemed necessary. ANY UNDER/OVER ESTIMATIIONS WILL BE BILLED/CREDITED WHEN METER CAN NEXT BE READ. Estimations may occur due to: weather conditions, occurrences of unanticipated breaks/repairs during reading time, an inability to access meter area due to un-kept meter area, standing water, infestation or gate/fence blocking access.

CROSS CONNECTIONS: (the connection of private water supply or well to EFWSC water system)

Elysian Fields Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper water distribution system construction or configuration.

EFWSC enforces the following restrictions which are prohibited by Texas state regulations to ensure water system users health and welfare is protected:

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 device.
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 installation of a reduced an air-gap or pressure-zone backflow prevention device.
c. No connection which allows water to be returned to the public drinking water supply is permitted.
d. No pipe or pipe fitting which contains more than .25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of pluming at any connection which provides water for human use.
f. The Member will allow EFWSC access to the property to inspect for possible cross-contaminations and other potential contamination hazards.
   These inspections shall be conducted:
   - prior to initiating new water service,
   - when there is reason to believe that cross-contaminations or other potential contamination hazards exist,
   - after any major changes to the private water distribution facility

g. Should any EFWSC's inspection discover any cross-connections or other contamination hazards the member will be notified in writing.
h. The Member shall immediately remove or adequately isolate and potential cross-connections or other potential contamination hazards on his/her premises.
i. The Member shall, at his/her expense, properly install, test, and maintain any backflow prevention devise required by EFWSC. Copies of all testing and maintenance records shall be provided to EFWSC.

Should the Member fail to resolve the cross-connection or contamination hazard in a timely fashion, EFWSC shall terminate service and/or properly install, test, and maintain an appropriate backflow prevention devise at the service connection at the Members expense. Any expenses associated with enforcement will be billed to the Member.

PAYMENT/BILLING:

1. The Member agrees to pay a minimum monthly charge for water service and pay for additional water used at the volume rate set in the rate schedule as adopted and determined by the EFWSC Board of Directors.
2. Monthly water charges will commence on the date the service line, meter and box are installed at the service location and will continue until the member requests membership termination in writing at which time the meter will be removed terminating water service provided by EFWSC.
3. **The Member understands that as owner of the property or land outlined above, they are ultimately responsible for water usage payments regardless of who they allow to occupy their property and use water.**
4. The Member understands EFWSC is not responsible for the repair of water line breaks on the customer's side of the water meter. Should any water leaks occurred on the Members property or inside structures at the service address the Member, at their own expense, will be responsible or any and all line repairs and any resulting increased water usage fees.
5. The Member shall provide EFWSC with any updates to contact and billing information.
6. Ownership changes and requests for termination of service must be made in writing.
7. EFWSC will read your meter at the end of each month.
8. Bills are mailed via USPS on the 1st of every month. **EFWSC is not responsible for bills lost in the mail.**
9. Payment of the current month's water bill is due by the 15th day of the month.
10. Payments postmarked after the 15th will be subject to a $10.00 late payment penalty.
11. Failure to pay your water bill will result in disconnection. The Member understands should your service be disconnected the resulting disconnection and reconnect fees.
12. Disconnected accounts will continue to be billed the minimum monthly water charge of $30.00. Your water service will not be restored after disconnection until the account is paid in full including all related fees.
13. Accounts not paid in full within 60 days of disconnection will result in termination of water service and removal of water meter and discontinuation of EFWSC obligation to supply water. To regain water service after termination of membership for non-payment, the member will be required to re-apply for water service, submitting a new application and be subject to approval by The EFWSC Board of

Directors. Upon approval the member will be required to pay a new membership fee and all outstanding charges and fees on the account prior to installation of a water meter and reconnection.

Membership may be cancelled and/or service discontinued by Elysian Fields Water Supply Corporation for any violation of any rule, regulation or condition of service.

I understand my responsibilities; agree to the terms, conditions and restrictions outlined above to obtain water service supplied by Elysian Fields Water Supply Corporation.

Applicant Name: _____ Drivers License#_____

Applicant Signature: _____ Date:_____

Co-Applicant Name: _____ (if applicable) DL#: _____

Co-Applicant Signature: _____ Date:_____

Service Address: _____

Mailing Address: _____

Primary Phone #: _____email:_____

Secondary Phone#: _____

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