



Texas Water Utilities

Return Signed Application to:
 Mail: 2150 Town Square Place, Suite 400
 Sugar Land, TX 77479
 Fax: 346-309-3376 Phone: (866) 654-7992
 Email: turnon@swwc.com
(We must receive second page with signature)

THIS APPLICATION MUST BE COMPLETED AND RETURNED TO TEXAS WATER UTILITIES BEFORE SERVICE CAN BE ESTABLISHED. AN APPROVED SERVICE INITIATION FEE MAY BE ASSESSED IF APPLICABLE.

CONTRACT/APPLICATION FOR UTILITY SERVICE

Name of Applicant*: _____ **Authorized User:** _____

**This is the person or other entity in whose name service will be rendered and who will be responsible for all service and other bills.*

Are you Buying or Renting? Purchase Settlement/Lease Date: ___/___/___

Driver's License: _____ Date of Birth: ___/___/___

Date to Begin Service (MM/DD/YY): ___/___/___ Is the water currently on? Yes No

Type of service Water Sewer or Both Industrial or Developer Residential Commercial

Service Address:

City: _____ State: _____ Zip Code: _____

Lot: _____ Block: _____ Section: _____

Mailing Address if different than above:

City: _____ State: _____ Zip Code: _____

Water Emergency Contact Preference (please check one): Home Phone: Cell Phone: Text: E-mail:

Telephone(s): Home: (____) _____ Day: (____) _____ Cell: (____) _____

Email address: _____

Have you ever previously been a SouthWest Water Company customer? Yes No

Previous Address: _____
 (Street, City, State, Zip)

All utility services to be provided hereunder shall be subject to all terms and conditions of Utility's state-approved tariff(s), Public Utility Commission of Texas ("PUCT") and the rules of the Texas Commission on Environmental Quality ("TCEQ"). This Contract/ Application for Utility Service ("Contract/Application") is by and between the applicable utility doing business as Texas Water Utilities (Texas Water Utilities L.P., Midway Water Utilities, Inc., or SWWC Utilities, Inc. (dba Hornsby Bend Utility Company, Inc., Mid-Tex Utilities, Inc., and Windermere Utility Company, Inc.)) ("Utility") and the applicant ("Customer" or "Applicant") whose name and signature is shown below at the end of this document. **Deposit:** If a residential service applicant does not establish credit to the satisfaction of the utility, the residential service applicant may be required to pay a deposit of \$50 for water service and \$50 for sewer service. No deposit may be required of a residential service applicant who is 65 years of age or older if the applicant does not have a delinquent account balance with the utility or another water or sewer utility. Applicant must provide valid proof of age.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility-owned property or personnel by the customer or others under his control. Customer agrees to take no action to create a health or safety hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers. Failure to comply with this provision shall be grounds to terminate Customer's service.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the TCEQ. Utility will not accept liability for any injury or damage occurring on the customer's side of the meter. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of Utility, (3) electrical power failures, or (4) termination of water service pursuant to Utility's tariff, TCEQ and PUCT rules.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or firefighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Utility has further adopted its own specific plumbing rules contained in its tariff. Any extensions and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed. The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and all tariffed service rules of Utility. No other water service will be used by the Customer on the same property in conjunction with Utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

The following undesirable plumbing practices are prohibited by state regulations. Other prohibitions are found in the Uniform Plumbing Code and/or Utility's tariff.

- 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 drinking water system by an air-gap only.
- 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 an air-gap only.
- C. No connection that allows water to return to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing of any connection that provides water for human use.

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access and use of the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system. If the property to be served does not have dedicated, recorded public utility easements available for Utility's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant applicant) shall be required to provide Utility with a recorded permanent easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width.

LANDLORD GUARANTEE: Applications by tenants must be countersigned by the fee owner of the property. By signing the application, the landlord grants all required rights of access and easements.

PLUMBING INSPECTION: Applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications, including remodeling, are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied until the certificate is received or any identified violations or hazards are remedied. When potential sources of contamination are identified that require the installation of a backflow prevention device, such backflow flow prevention device shall be installed, tested and maintained at the customer's expense.

SEWER REGULATIONS: *(only if sewer service provided)* The Utility only provides "sewage" collection and disposal service to the public. This service is limited to the collection, treatment and disposal of waterborne human waste and waste from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment or disposal of waste of such high BOD or TSS characteristics that it cannot reasonably be processed by the Utility's state-approved wastewater treatment plant within the parameters of the Utility's wastewater discharge permit. **THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, WHICH MAY NOT BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUND MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM.** It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If there is excessive, infiltration or inflow or failure to provide proper pretreatment, the Utility may require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem.

RESIDENTIAL SINGLE FAMILY GRINDER / SEWAGE STATIONS : *(only if sewer service provided)* The utility will install the grinder pumps, storage tanks, controls and other appurtenances necessary to provide pressurized sewer service to a residential connection. Electric bills are the customer's responsibility. The utility requires that parts and equipment meet the minimum standards approved by the TCEQ, to insure proper and efficient operation of the sewer system.

CUSTOMER AGREEMENT: By signing this application for public utility service, I agree to comply with Utility's rules and tariff and all rules and regulations of applicable regulatory agencies. I guarantee prompt payment of all utility bills for the service address printed above. I will remain responsible for utility bills until the day service is terminated at my request. I agree to take no action to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its customers. I agree to put no unsafe, non-domestic service demands on Utility's system without notice to and permission from Utility.

Signature: _____ **Date:** ___/___/___ **Reference Number:** _____