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### SERVICE AGREEMENT

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ START SERVICE DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

CUSTOMER'S NAME: \_\_\_\_\_

SPOUSE/ALTERNATE NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ALTERNATE NUMBER: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ALTERNATE E-MAIL ADDRESS: \_\_\_\_\_

Check Applicable Items: RESIDENTIAL/OWNER \_\_\_\_ RESIDENTIAL/TENANT \_\_\_\_

BILLING/NOTIFICATIONS: EMAIL \_\_\_\_ MAIL \_\_\_\_ BOTH \_\_\_\_

- I. **PURPOSE.** The Customer agrees to pay all established rates, charges and fees, and to comply with all rules and regulations of the District now existing or revised

The Hurst Creek Municipal Utility District (the "District") is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions, which are in place to provide the protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

- II. **PLUMBING RESTRICTION.** 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 air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and 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 or a reduced pressure-zone backflow prevention device.
- 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 pipe fitting which contains more than 0.25% lead may be used for installation or repair of plumbing at any connection, which provides water for human use.
- E. No solder of flux, which contains more than 0.2% lead, can be used for the installation or repair of plumbing at any connection, which provides water for human use.

- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District (the Water System) and \_\_\_\_\_ (the Customer)

- A. The District will maintain a copy of this agreement as long as the Customer and/or the premises practice. 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.
  - B. The Customer shall allow and consents to his property to be accessed for sampling, repairs and maintenance, and inspection for possible cross-connections and other undesirable plumbing practices. These activities requiring Customer property access shall be conducted by the District or its designated agent prior to initiation of service and periodically thereafter as needed. Except in an emergency and with prior notice to Customer, access to Customer property for sampling, repairs, maintenance, and inspection shall be conducted during the district's normal business hours.
  - C. The District shall notify the Customer in writing of any cross-connections and other undesirable plumbing practice on his premises.
  - D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
  - E. 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.
  - F. Customers shall comply with the current District Water Conservation and Drought Contingency Plan. In the event the total water supply is insufficient to meet all the needs of the Customers, or in the event there is a shortage of water, all Customers are required to comply with any water rationing plan indicated by the District.
  - G. The District has adopted the 2018 Edition of the Uniform Plumbing Code (Code)
- IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, 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.

V. **BILLING:**

The District uses a two-month billing period (bi-monthly). Bills are mailed out around the second week of February, April, June, August, October and December, and are generally due around the 9th of the following month. A 10% penalty is added if payment is not received in the District Office by the due date. If payment is not received by the due date, the District will mail a Notice of Intent to Terminate Service. A door hanger will be placed on the residence or business' door 2 days prior to the disconnection date. This door hanger will result in an additional \$15.00 fee that will be added to the past due amount. Failure to pay will result in termination of service. A Customer's obligation to make timely payments for service is not released or diminished because a bill was not received. For Returned checks a \$35.00 charge will be added to the customer's bill to cover the District's cost of handling and the service is subject to termination.

- VI. **RESTORATION OF SERVICE.** A reconnection fee of \$100.00 is required with all other amounts due before the service is restored. In such an event, payment of the amount due must be in the form of cash, money order or cashier's check. Payments must be received during normal business hours for service to be restored. If after disconnection service is restored by anyone other than the District's personnel, the meter will be locked or removed and a fee of \$300.00 will be required before service is restored.

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 (digital or physical acceptable)