



### SERVICE AGREEMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("Customer") and Rockett Special Utility District (the "District"). The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before service is provided to Customer.

The District agrees to provide retail water utility service to Customer at the property described below and Customer agrees to pay all applicable fees for such service in accordance with the Rate Order of the District, as amended. Customer is assigned to the following billing cycle:

The District will read Customer's meter on or about the **24th to the 26th** day of the month, and mail a monthly bill to Customer on or about the **1st** day of the following month and payment will be due on the **16th** of each month.

The District will read Customer's meter on or about the **26th to the 29th** day of the month, and mail a monthly bill to Customer on or about the **5th** day of the following month and payment will be due on the **21st** of each month.

The District will read Customer's meter on or about the **28th to the 31st day** of the month, and mail a monthly bill to Customer on or about the **10th** day of the following month and payment will be due on the **26th** of each month.

**\*This applies only to Customer's that are in The City of Waxahachie's or The City of Red Oak's Sewer and/or Garbage service area.**

The District will bill Customer's Sewer and/or Garbage according to the cycle checked above. Any question regarding Sewer and/or Garbage services and/or fees, please contact The City of Waxahachie at (469) 309-4000 or The City of Red Oak at (972) 617-3638.

“All bills shall be due and payable upon receipt and are past due beyond the due date indicated on the bill (allowing approximately 15 days to pay), after which time a penalty shall be assessed. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District by 4:30 pm on the due date. Payments made by mail will be considered late if postmarked after the due date. Water service will be restored to disconnected accounts only upon payment of all amounts due and owing the District with cash, money order, credit card, or certified check during normal business days of the District, Monday through Friday, 7:30 am to 4:30 pm, subject to the holiday schedule approved by the Board of Directors.

Customer agrees to comply with the District's Drought Contingency Plan in the event the District's total water supply becomes insufficient to meet the needs of all District customers.



The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This 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:

1. **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 airgap or an appropriate backflow prevention assembly.**
2. **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 airgap or a reduced pressure-zone backflow prevention assembly.**
3. **All Industrial, Commercial, and Residential customers will install a Backflow Device at the meter. Upon completion or construction, Rockett Special Utility District will conduct a CSI (Customer Service Inspection) to identify any other possible cross connections. Backflow Device must be tested when installed and tested annually by a certified inspector.**
4. **No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.**
5. **No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption after January 4, 2014. Plumbing installed on or after January 4, 2014 may not contain more than 0.25% lead content.**
6. **No solder or flux which contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.**
7. **All irrigation systems must have a proper backflow prevention device installed and tested.**

The District shall maintain a copy of this Agreement as long as the Customer and/or premises are connected to the public water system. The Customer agrees to permit 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 inspections shall be conducted during the District's normal business hours, except in emergencies.

The District shall notify the Customer in writing of any cross-connections or other potential contamination hazard which has been identified during the initial or the periodic reinspection. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises. The Customer shall, at his/her 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 as required.

**ENFORCEMENT:** If the Customer fails to comply with the terms of this 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.



Is an irrigation system located on the Property?  YES  NO

Do you plan on installing [or replacing] an irrigation system on the Property?  YES  NO

(Initials):\*  The Customer understands that prior to the installation or replacement of an irrigation system on the Property, the Customer must submit an irrigation system plan and obtain the District's written approval of such plan. The customer further understands that failure to obtain prior written approval for the installation of an irrigation system will result in substantial penalties being assessed by the District.

All water furnished by the District shall be metered by meters installed, maintained and owned by the District. The meter and connection is for the sole use of the Customer and is to provide service to only one (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or sub meter water to any other person, dwelling, business or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

If required by the District in its sole discretion, the Customer agrees that the Customer and all persons or entities owning an interest in the property served by the meter will execute before a notary public the District's standard waterline easement adopted by the District pursuant to its Rate Order. At the sole option of the District, this requirement is a prerequisite for water service from the District.

Customer agrees to hold the District harmless from any and all claims or demands for damage to real or personal property occurring from the point the user ties onto the District's meter to the final destination of customer service line installed on the property by Customer.

The District shall have the right to select the location of the water service meter, pipe and appurtenant equipment on Customer's property necessary to connect Customer to the District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

In the event that Customer leases or rents the property, it is understood and agreed that Customer's Deposit shall guarantee the payment of the lessee's/renter's monthly bills for service to the property, and all charges in connection therewith, as though Customer was the user of said service.

Customer: \_\_\_\_\_

Co-customer: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Property Legal Description/Service Address: \_\_\_\_\_

Account No.: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

**ACCEPTED AND APPROVED:**

**Rockett Special Utility District**

By: Don Werner

President of the Board

**Customer Signature**

\_\_\_\_\_



EMERGENCY LEAK AGREEMENT

Customer(s): \_\_\_\_\_ Phone: \_\_\_\_\_  
Account Number(s): \_\_\_\_\_ **Email:** \_\_\_\_\_

I, the customer/applicant, request that Rockett SUD notify the person(s) listed below or turn off my meter service if a water leak is discovered on my property and I am not available.

In case of emergency contact:

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

YES / NO I hereby authorize District personnel to turn off my meter valve in case of a water leak or other type of emergency on my property.

By signing this agreement I agree to pay applicable service trip charges and understand that these charges must be paid with the next monthly utility service bill or my service will be disconnected in accordance with Section E.14(a) of the District's Rate Order.

**I ALSO UNDERSTAND AND ACKNOWLEDGE THAT THE DISTRICT IS UNDER NO OBLIGATION OR LIABILITY TO LOOK FOR ANY WATER LEAKS OCCURRING ON MY PROPERTY AND THAT THE DISTRICT MAY NOT KNOW WHEN OR IF A LEAK IS ON MY PROPERTY.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Witness: \_\_\_\_\_ Date: \_\_\_\_\_



**COST OF SERVICE NOTICE**

(New Built Residential Service)

CUSTOMER: \_\_\_\_\_ DATE: \_\_\_\_\_

Property: \_\_\_\_\_

The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the Deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your Deposit to the final bill and refund the difference. This notice is provided in accordance with Section E.2(b)(5) of the District's Rate Order and shall remain in effect for thirty (30) days from the date above.

**Check all that apply:**

<input type="checkbox"/>	Deposit .....	\$ 100.00
<input type="checkbox"/>	Connection Fee .....	3,500.00
<input type="checkbox"/>	CSI .....	50.00
<input type="checkbox"/>	Sewer and/or Garbage Service Deposit .....	_____
<input type="checkbox"/>	Street Crossing: County Road .....	_____
<input type="checkbox"/>	Street Crossing: State Highway .....	_____
<input type="checkbox"/>	(Other) _____ .....	_____
<b>TOTAL:</b>		\$ _____

Customer Signature: \_\_\_\_\_ DL#: \_\_\_\_\_

Co-Customer Signature: \_\_\_\_\_ DL#: \_\_\_\_\_

**A copy of your Driver's License is required.**

**NON-DISCLOSURE**

I/we hereby request that the District keep the personal information in my/our account record confidential, including my/our address and telephone number, to the extent permitted by federal and state law.

\_\_\_\_\_  
Signature