



2950 Hwy 87 Suite A Crystal Beach, TX 77650 (409) 684-9941 www.undinellc.com

## CONTRACT/APPLICATION FOR RESIDENTIAL SERVICE

This Contract/Application for Utility Service ("Contract/Application") is by and between Undine Texas Environmental, LLC., a limited liability company organized under the laws of the State of Texas, its successors and assigns ("Utility") and the applicant ("Customer" or "Applicant") whose name and signature is shown below on the last page of this document.

**CUSTOMER LIABILITY:** Customer shall be liable for any damage or injury to Utility-owned property or personnel shown to be caused by the customer his invitees, his agents, his employees, or others under his control.

**PLUMBING CODE:** Utility has adopted the Uniform Plumbing Code. 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.

**ASSIGNMENT:** No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.

**RIGHT OF ACCESS AND EASEMENTS:** Utility will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water/sewer mains or other equipment used in connection with its provision of water/sewer 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, including inspection of the customers plumbing for code, plumbing or tariff violations.

**SEWER REGULATIONS:** *The disposal into the utility's sewer collection system of bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public shall be prohibited. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or oil storage containers.*

**THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS 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.**

Pursuant to TCEQ Rule 291.86(n), the utility may charge for all labor, material, equipment, and other costs necessary to repair to replace all equipment damaged due to service diversion or the discharge of wastes that the system cannot properly treat.

Pursuant to TCEQ Rule 291.85(b) (3), the customer's service line and appurtenances shall

be construed in accordance with the laws and regulations of the State of Texas, local plumbing codes, or, in the absence of such local codes, the Uniform Plumbing Code. 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 the utility can provide evidence of excessive infiltration or inflow or failure to provide proper pretreatment, the utility may, with the written approval of the TCEQ's executive director, require the customer to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice.

**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 THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE THREATEN OR ENDANGER 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. ANY ACTION BY OTHERS OR ME UNDER MY CONTROL IN VIOLATION OF THIS PARAGRAPH MAY RESULT IN THE TERMINATION OF MY UTILITY SERVICE WITHOUT NOTICE.

I HAVE BEEN SHOWN A COPY OF UTILITY'S TCEQ-APPROVED TARIFF AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

1. Applicant is: Landowner \_\_\_\_\_ Tenant \_\_\_\_\_

Applicant Driver's License #: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

2. Address or location of requested service:

\_\_\_\_\_  
Street City State ZIP

Subdivision: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

3. Type of residential sewer service: Permanent \_\_\_\_\_ Temporary \_\_\_\_\_

Temporary service termination date: \_\_\_\_\_

4. Square feet of Conditioned area of house: Actual \_\_\_\_\_ Estimated \_\_\_\_\_

5. Person responsible for utility service bills:

Name: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Driver's License # \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_

Billing address:

\_\_\_\_\_  
Street Address/PO Box

\_\_\_\_\_  
City State ZIP

6. Date of application: \_\_\_\_\_ Date to begin service: \_\_\_\_\_

7. Miscellaneous fees required as a condition of service:

Amount: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Refundable: yes \_\_\_ no \_\_\_

Amount: \$ \_\_\_\_\_ Type: \_\_\_\_\_ Refundable: yes \_\_\_ no \_\_\_

8. Is a public utility easement required? yes \_\_\_\_\_ no \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Title

**Undine Texas Environmental, LLC**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Effective Date