



CONTRACT/APPLICATION FOR WATER SERVICE

Undine Texas, LLC
 P.O. Box 691288
 Houston, TX 77269
 Email – customerservice@undinellc.com
 Toll Free - 888-201-4314

Account No:	_____
Route No:	_____
Lot No:	_____
Sequence No:	_____
Days Prorated:	_____

Subdivision: _____ Date service requested to begin: _____

Applicant: _____ Email: _____

Service Address: _____
 ADDRESS STREET NAME CITY STATE ZIP

Billing Address: _____
 ADDRESS STREET NAME CITY STATE ZIP

Telephone No.: _____ Alternate Phone No.: _____

- Type of Service: Residential Commercial Wastewater Service Only
 Landowner Tenant
 Water Meter Size: Standard Other - Size:
 Site Built Manufactured Home

By signing this application for water service, I agree to comply with the approved tariff, and all rules and regulations of the Public Utility Commission of Texas (PUCT) 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 of service is started until the date service is terminated voluntarily after I submit such a request in writing.

By executing this application, I grant Undine Texas, LLC and/or its representatives an easement to install, maintain and inspect Utility Equipment on (and necessary to serve) the real property described above. I acknowledge that utility company personnel shall have the right to enter my property for the purpose of inspecting, maintaining, repairing and replacing utility equipment and inspection of any customer plumbing of water related facilities which may impact the Utility's operations or the public's safety. Normal cost of maintenance will be borne by the Utility, while abnormal costs and replacement parts will be charged to the customer.

The applicant may request from Undine Texas, LLC a copy of the Public Utility Commission of Texas approved tariff and agrees to pay the rate in the tariff and abide by the requirements in this application. If the customer fails to comply with the terms of this contract, the utility shall, at its option, terminate service or properly inspect, install, test and maintain required equipment and bill the customer.

**** A copy of the applicant's valid Texas Driver's License must be submitted with application.**

Applicant's Signature: _____

- | | |
|---|----------|
| <input type="checkbox"/> Tap Fee Collected | \$ _____ |
| <input type="checkbox"/> Deposit Collected | \$ _____ |
| <input type="checkbox"/> Reconnect/Transfer Fee | \$ _____ |
| <input type="checkbox"/> Total Amount Collected | \$ _____ |
| <input type="checkbox"/> Method of Payment | \$ _____ |

Service to be connected at service location on or about, but in no case later than 14 days from the date this application is accepted by the Utility.

Utility Representative's Signature: _____



Undine Texas, LLC

Undine Texas Environmental, LLC

Customer Service Agreement

PURPOSE. Undine Texas, LLC, and Undine Texas Environmental, LLC (“Undine”) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to inform each customer of the various restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Once Undine has received this agreement signed by the retail customer, Undine will commence service. Additionally, when service to an existing retail connection has been suspended or terminated, the water system will only re-establish service once it has obtained a signed copy of this agreement.

CUSTOMER LIABILITY: The Customer shall be liable for any damage or injury to Undine’s utility owned property or personnel by the customer or others under their control. Customer further 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.

RIGHT OF ACCESS AND EASEMENTS: The Customer shall allow their premises to be accessed and inspected by Undine personnel, or its designee at all times for possible cross-connections, potential contamination hazards, or for the purpose of installing, inspecting or repairing water and or sewer mains, meters, and all other equipment used in connection with its provision of water and/ or sewer service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Undine’s utility systems.

SERVICE INSPECTION: Applicants for utility service at new connections or connections which have undergone extensive plumbing modifications or remodeling, are required to deliver to the utility a certificate that their service address and facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing restrictions and are free of potential hazards to public health and safety. Service may be denied until, the Customer Service Inspection (CSI) 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 prevention device shall be installed, tested (upon installation and once annually), and maintained at the customer’s expense.



SEWER REGULATIONS: The Utility provides sanitary sewage collection and wastewater treatment service to the public in certain areas. 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 high Biochemical Oxygen Demand (BOD) or Total Suspended Solids (TSS) waste that cannot be reasonably processed by the Utility's state-approved wastewater treatment within the parameters of its state and federal wastewater discharge permits. 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 FATS, OIL, GREASE, 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 of 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.

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 PUC and TCEQ. The Utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the meter delivered meets these states standards. The utility makes no representation or warranties (expressed or implied) that customer's appliances will not be damaged or disruptions of or fluctuations in sewer service whatever the cause. 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 and the PUC rules.

RESTRICTIONS. The following unacceptable 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 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 or a reduced 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 0.25% 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 plumbing at any connection which provides water for human use.



SERVICE AGREEMENT. The following are the terms of the service agreement between Undine and the Customer.

- i. Each applicant for water service must sign this agreement before Undine will provide permanent water service. In addition, when service to an existing connection has been suspended or terminated, Undine will not re-establish service unless it has a signed copy of this agreement from the customer seeking to be reconnected and the customer has met other lawful conditions required for restoration of utility service.
- ii. If service is currently provided to an address without a signed agreement on file, Undine will notify the customer in writing of the necessity to protect the public drinking supply and obtain the agreement. Within 30 days of written notice, the customer will be required to submit the signed agreement to Undine or Undine may terminate service at its option.
- iii. Undine will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- iv. The customer shall allow their property to be inspected at all times for possible cross-connection and other unacceptable plumbing practices.
- v. Site inspections shall be conducted by Undine or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities.
- vi. Undine shall notify the Customer in writing of cross-connections or other potential contamination hazard which has been identified during the initial site inspection or periodic reinspection.
- vii. When Undine notifies a customer in writing of cross connections or potential hazards, the customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises. Service may be denied until a Customer Service Inspection certificate signed by a state-licensed inspector is received or any identified violations or hazards are remedied. The customer shall be responsible for any expense related to the Customer Service Inspection.
- viii. The Customer shall, at their expense, properly install, test, and maintain backflow prevention devices required by Undine. Copies of all testing and maintenance records shall be provided to Undine.
- ix. When a backflow prevention device is installed at the service connection, for containment or isolation purposes, the customer shall be responsible for the installation and maintenance of thermal expansion devices, pressure relief valves, and all other devices used to prevent thermal expansion hazards in a potentially closed plumbing system.
- x. No application or agreement may be assigned or transferred without the written consent of Undine.
- xi. The applicant shall not share, resell, or sub-meter water to another dwelling, business, property, or other purpose without the specific written authorization of Undine and in compliance with applicable rules and regulations of the State of Texas.



ENFORCEMENT: If the applicant/customer fails to comply with the terms of this Service Agreement, Undine is required to adhere to its cross-connection control program in an effort to protect the public drinking water supply and, at its option, may terminate service in accordance with TCEQ Rules. If the customer violates compliance requirements of the Customer Service Inspection, or if there are potential cross connections or contamination hazards that the customer refuses to immediately remove or adequately isolate, Undine, at its option, may terminate service or install, test, and maintain a backflow prevention device at the service connection. Any expense associated with the installation, testing, or maintenance of a backflow device must be paid by the applicant/customer.

By signing this application for water and/or wastewater service, I agree to comply with the approved tariff and all rules and regulations of the Texas Commission on Environmental Quality (TCEQ) and the Public Utility Commission of Texas (PUCT) and other applicable Regulatory agencies. I guarantee prompt payment of all utility bills for the service address printed below. I agree to remain responsible for utility bills for this service address from the date service is started until the date service is terminated voluntarily after I submit such a request in writing.

By executing this application, I grant Undine and/or its representatives an easement to install, maintain, and inspect utility equipment on (and necessary to serve the real property described above). I acknowledge that Undine personnel, or its designee shall have the right to enter my property for the purpose of inspecting maintaining, repairing, and replacing utility equipment and inspection of any customer plumbing of water related facilities which may impact the Utility's operations or the public's safety. Normal cost of maintenance will be borne by the Utility, while abnormal costs and replacement parts will be charged to the customer.

The applicant may request from Undine a copy of the Public Utility Commission of Texas approved tariff, and agrees to pay the rate in the tariff and abide by the requirements in this application. If the customer fails to comply with the terms of this contract, the utility shall at its option, terminate service or properly inspect, install, test and maintain required equipment and bill the customer.

CUSTOMERS NAME: _____

SERVICE ADDRESS: _____

TELEPHONE NUMBER: _____

CUSTOMER'S SIGNATURE: _____

DATE: _____