

AGREEMENT made this _____ day of _____, _____, between FOUKE WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination. Initials _____

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited. Initials _____

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises **at all reasonable and necessary times** for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal [Safe Drinking Water Act](#) or [Chapter 341 of the Texas Health & Safety Code](#) and the corporation's tariff and service policies. The Corporation may contact Applicant in the event of an emergency.

*The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable 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 assembly in accordance with state regulations.
- 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 proper installation of an air-gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- 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 the installation or repair of any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow **their** property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at **their** expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either 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 Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.
Initials _____

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

At the time of installation of Fouke Water Supply Corporation service, a ball valve, if applicable, may be installed for your use in turning the water off and on. This installation is a one-time service and it is understood and agreed that any future maintenance or replacement of the ball valve is the customer's responsibility. If it is not applicable for Fouke WSC to install a ball valve, it is the customer's responsibility to have one installed within two feet of the meter box. **The angle stop on Fouke WSC's side of the meter is not for customer use.**

It is the customer's responsibility to take necessary precautions to control pressure, if needed, on their side of the meter. All water passing through the meter will be charged to the customers' account. Please check the meter periodically to avoid preventable problems.

I hereby give Fouke Water Supply Corporation permission, but not the responsibility, to turn my water off using the shut off located on the member's side of the meter, in the event they suspect I have a leak problem and cannot contact me by phone.

"Contact" includes leaving a message on an answering machine or a voicemail on a cell phone.

- If all criteria listed below is not met, the meter **will not** be turned off.
 1. Customer shut off valve must be visible near the meter.
 2. All members listed on application must sign form.
- I release Fouke WSC from all liability as the result of honoring this request.
- A \$50.00 service charge will be applied to your account for each occurrence.
- It will be the customers' responsibility to turn their meter back on.

I DO WANT THIS SERVICE

I DO NOT WANT THIS SERVICE

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that noncompliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

BY SIGNING BELOW, STATES THAT I FULLY READ AND UNDERSTAND THE SERVICE APPLICATION AND AGREEMENT

Applicant Member

Date

Co-Applicant Member

Date

Fouke Water Supply Representative

Date Accepted

FOUKE WATER SUPPLY CORPORATION
156 FM 1254
MINEOLA, TX 75773
903-967-3304

DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

[Chapter 182, Subchapter B of the Texas Utilities Code](#) makes confidential a customer's address, telephone number, account records, **social security number**,¹ and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to the address above.

Customers may rescind a request for disclosure by submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. Regardless of the confidentiality provision in Utilities Code Sec. 182.052, we must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

¹ See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

I authorize Fouke WSC to disclose my personal information, including my address, telephone number, usage and billing records, and **social security number** if Fouke WSC receives a written request for that information.

Member/Customer Name (Printed)

Signature

Date

Phone Number

Account Number

Email Address

Forms altered from the original state will not be accepted.

FOUKE WATER SUPPLY CORPORATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (“Grantor”), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Fouke Water Supply Corporation, (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual exclusive easement (the “Perpetual Easement”) and a temporary construction easement (the “Temporary Easement”), over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, or Document # _____ Deed Records, _____ County, Texas. Grantor covenants that Grantor is owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

_____.

The Perpetual Easement and Temporary Construction Easement shall be collectively referred to as the “Easements”. It is expressly understood and agreed between the parties that the Easements shall be subject to and governed by the following provisions:

1. The Perpetual Easement hereby granted shall not exceed twenty feet (20’) in width and shall be used only for the purposes of constructing, installing, and laying and thereafter accessing and using, operating, inspecting, repairing, maintaining, replacing, upgrading and removing water distribution lines and appurtenances and facilities (the “Facilities”) on the property. Grantee is hereby authorized to designate the course of the Easements herein conveyed except that when the pipeline(s) is/are installed, the Perpetual Easement herein granted shall be limited to a strip of land twenty feet (20’) in width, the center line thereof being the pipelines as installed. Grantee shall have the right to place new or additional Facilities within the Perpetual Easement.
2. In addition to the Perpetual Easement granted above, Grantor hereby grants the Temporary Construction Easement to Grantee adjacent to the Perpetual Easement as installed and that certain area of the tract of land owned by Grantor that is twenty feet (20’) in width and parallel to the boundary of the Perpetual Easement, for purposes of ingress and egress and constructing and installing the Facilities. The Temporary Construction Easement shall automatically terminate one hundred eighty (180) days from the date such construction and installation of the Facilities is completed. Grantee agrees to use its reasonable best efforts to remove from the Temporary Construction Easement only such trees, brush, and shrubs as are reasonably necessary for Grantee to construct the Facilities.
3. Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (a) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the Easements; (b) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's Facilities or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution or removal thereof; and (c) the right to abandon-in-place any and all Facilities, such that Grantee shall have no obligation or liability to Grantor, or its successors or assigns, to move or remove any such Facilities.
4. In the event the city, county or state hereafter widens or relocates any public road so as to require the relocation of the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating the Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land of twenty feet (20’) in width, the center line thereof being the Facilities as relocated.
5. The consideration recited herein shall constitute payment in full for all rights of Grantee, and Grantee will maintain such easement in a state of good repair and efficiency and will take all reasonable measures to restore the grounds and surfacing materials prior to Grantee’s use as reasonably possible. Grantee is not responsible for restoration of

landscaping, structures, pavement, or other improvements made by Grantor in, on and over the Perpetual Easement after the date of the grant made herein.

- 6. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Easements and the related rights and privileges herein granted shall be subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record, including all laws, regulations and restrictions by municipal, county, state or other governmental authority applicable to and enforceable against the Easements.
- 7. Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20__.

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF WOOD §

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

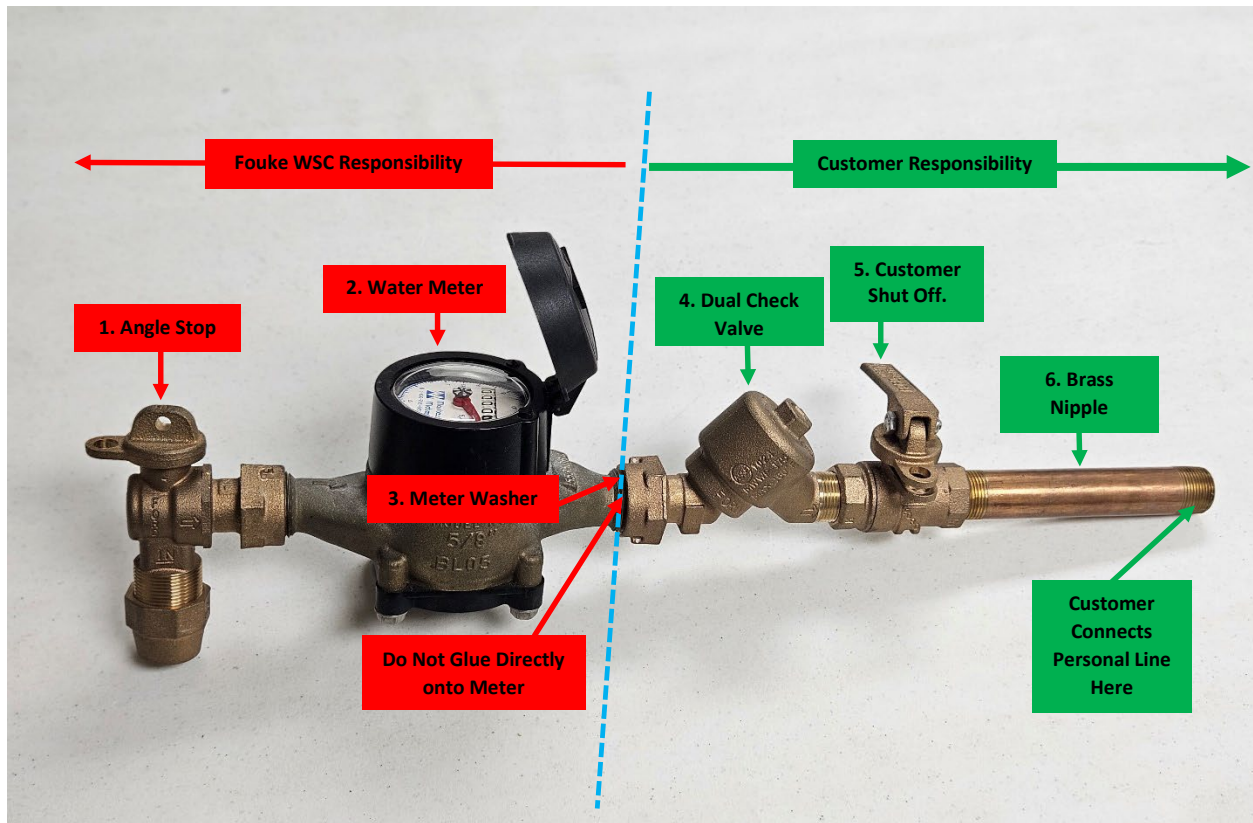
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____, 20 ____.

Notary Signature

Notary Public in and for _____ County, Texas.

Commission Expires ____/____/____

INSIDE THE METER BOX



The blue dotted line shows the division between the Corporation's ownership and the customer's ownership. A dual check valve, ball valve and brass nipple are installed upon new installation. It is required for all customers to maintain and replace when necessary.

1. Angle Stop – Corporation's use only.
2. Water Meter – Corporation has an Automatic Meter Read (AMR) drive-by system. Each meter has battery operated electronics inside capable of sending meter readings to a computer with a special programmed software. Each meter is equipped with its own electronic id which is tied to individual accounts.
3. Meter Washer – $3/4"$ X $1/8"$ Meter washer goes between the meter and the check valve connection.
4. Dual Check Valve – To help protect our water system, we must make sure there is sufficient protection against any possible backflow. The Corporation will install a dual check valve to eliminate any potential problems from backflow or cross connection from the customer's connection.
5. Customer Shut Off - $3/4"$ Brass female straight stop with a brass handle.
6. Customer Connection – $3/4"$ Brass Nipple.