

Weston Water Supply Corporation

TEMPORARY FIRE HYDRANT / BULK WATER SERVICE AGREEMENT

Today's Date: ___/___/___ START DATE: ___/___/___ TYPE: ___TFH ___BULK W

FH Location: _____ Customer Name: _____

FH Tag / Meter # _____ Billing Address: _____

Email: _____ Phone #: _____

Check Applicable Items: ___Residential ___Commercial ___ Owner ___Agent

This Temporary Fire Hydrant/Bulk Water Service Agreement ("Agreement") is entered into by Weston Water Supply Corporation ("Weston") and _____ ("Customer"), for water service at the assigned meter and authorized hydrant at the address listed above.

1. **This Agreement must be completed in its entirety and signed prior to the meter being issued to Customer.**
2. The Customer shall guarantee payment of all applicable rates, fees, and charges due for service delivered by Weston in accordance with the Tariff, policies, and rate structure of Weston as amended from time to time by the Board of Directors. Payments must be in the office by 5:00 p.m. on the due date. A 10% penalty is added to the account balance after the due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the account becomes two (2) billing cycles delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill(s) was/were not received.
3. Weston is responsible for protecting the drinking water supply from contamination or pollution which could result from improper use, construction, or configuration. Weston enforces state law and its Tariff to ensure public health and welfare.
4. All water shall be metered by a meter provided or installed and owned by Weston. The meter and connection authorized by this Agreement are for the sole use of the Customer and are to serve water to only one (1) account. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, is prohibited, and shall be prosecuted and fined according to the Texas Penal Code.
5. Customer shall verify that the fire hydrant and meter are secure and not moveable. In the event a meter is unstable, damaged, leaking, or unsafe, customer will immediately stop use and call Weston to report the situation.
6. The Customer agrees to operate the fire hydrant properly and shall:
 - a. use a specifically designed and manufactured fire hydrant wrench;
 - b. slowly open the hydrant to a fully open position when in use and slowly close the hydrant to a complete closed position when not in use;
 - c. not use the fire hydrant valve to regulate the volume or flow of water;
 - d. be responsible for the meter assembly;
 - e. be responsible for winterizing the meter and Reduced Pressure Zone backflow device (RPZ;)
 - f. shut meter off and drain the barrel during any anticipated freeze event; and
 - g. pay full cost of replacement of meter, RPZ, or hydrant if damage is found.

NOTE: Any violation noted by Weston of items listed herein may lead to termination of water service, prosecution, and fines, as applicable.

7. Weston's authorized representatives shall have access to the Customer's service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible violations of Weston's policies and to ensure compliance with the state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing

codes, and utility construction standards. Weston's Tariff is available upon request.

8. Customer shall comply with the current Weston Water Conservation and Drought Contingency Plan. In the event the total water supply is insufficient to meet all of the needs of Customer, or in the event there is a shortage of water, Customer is required to comply with any water rationing plan indicated by Weston.
9. Customer may be prevented from taking water at the meter in the event of shortage.
10. Customer acknowledges that the system water pressure may vary widely from time to time depending upon equipment configuration and water demand.
11. **Customer also hereby agrees to waive, release, and hold Weston harmless from any claims, damages or service interruptions resulting from system outages, waterline breaks, tampering, malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief valves, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.**
12. **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, including wells, 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.

If Customer fails to comply with the terms of this Agreement, Weston shall, at its option, terminate service. Any expense associated with the enforcement of this agreement shall be billed to the Customer.

Customer, by signature below and submittal of the application set forth herein, certifies that he/she is the authorized representative responsible for Customer billing related to this Agreement and compliance with the terms set forth herein.

Customer Signature

Date

Printed Name and Title