



SERVICE APPLICATION AND AGREEMENT

SERVICE START DATE _____ SECURITY PIN/WORD _____

APPLICANT _____ CO-APPLICANT _____

SERVICE ADDRESS _____

MAILING ADDRESS (if different) _____

Applicant's

Phone #: _____ ID #: _____ Email: _____

Co-Applicant's

Phone #: _____ ID #: _____ Email: _____

PAPERLESS BILLING YES NO TEXT / EMAIL ALERTS YES NO

SPRINKLER SYSTEM YES NO SWIMMING POOL YES NO

Owner Tenant Landlord* Property Management Company*

*Landlord or Property Management Company – Would you like your account to revert back into your name if a tenant is no longer present to prevent interruption of service? YES NO

Please complete the forms within 72 hours; failure to complete them within three days will result in a disconnection of service, and additional fees will apply. A homeowner's deposit is \$240, and a tenant's deposit is \$290. The deposit is due with your first bill. If the home has not had a Customer Service Inspection within five years, you will be responsible for scheduling this and paying the \$50 CSI Fee. Once you receive your account number, please sign up for a Customer Portal by visiting our website.

Please provide the following with your application:

- Provide closing documents or a recorded deed verifying ownership. Provide a current rental or lease agreement for the Applicant's renting property.
- Identification required with the application: Valid/current Driver's License or ID Card, U.S. Government Issued Photo ID, or Visa

EQUAL OPPORTUNITY PROGRAM

The Federal Government requests the following information to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information but are encouraged to do so. This information will not be used to evaluate your application or discriminate against you in any way. However, if you choose not to furnish it, we must note individual applicants' race/national origin based on visual observation or surname. Male Female
American Indian/Alaskan Native Asian Black/African American, Not of Hispanic Origin
Hispanic/Latino Native Hawaiian/Other Pacific Islander White, Not of Hispanic Origin Other

AGREEMENT made this _____ day of _____, _____, between High Point Special Utility District, a district organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant),

Witnesses:

The District shall sell and deliver water and/or wastewater service to the Applicant, and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the District's Rate Order and other applicable service policies if any. Applicant further agrees to pay all applicable fees and charges for such water and/or wastewater service in accordance with the District's Rate Order, as amended from time to time.

The Applicant shall pay the District for service hereunder as determined by the District's Rate Order and upon the terms and conditions set forth therein, a copy of which has been provided as information-packed, for which the Applicant acknowledges receipt hereof by execution of this Agreement. 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 the service of any Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. If service is discontinued, terminated, or suspended, the District shall not re-establish service unless it has a current, signed copy of this Agreement.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the Applicant 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, share, resell, or sub-meter water to other persons, dwellings, businesses, property, etc., is prohibited.**

The District shall have the right to locate a water service meter, and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District and shall have access to its property and equipment located upon Applicant'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 District shall have the right to remove any of its equipment from the Applicant's property. At their own expense, the Applicant shall install any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment specified by the District. The District shall also have access to the Applicant's property to inspect for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violation or possible violation of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the District's Rate Order and other applicable service policies if any.

The District protects the drinking water supply from contamination or pollution resulting from improper practices. To ensure this protection, High Point requires that all irrigation systems be equipped with a testable dual check valve assembly appropriate for the irrigation system in use and moisture sensors. All irrigation systems are to be tested upon installation by a TCEQ Licensed Backflow Inspector, and the original test is provided to the High Point. High Point's policy requires an annual backflow test to ensure continued water supply protection on all irrigation systems. FAILURE TO COMPLY WITH THE RULES OF HIGH POINT WILL RESULT IN TERMINATION OF SERVICE. A DISCONNECTION FEE WILL BE CHARGED IF THE SERVICE IS TERMINATED. SERVICE WILL REMAIN DISCONNECTED UNTIL YOU ARE IN COMPLIANCE AND ALL OUTSTANDING BALANCES ARE PAID IN FULL. This service agreement serves as notice to each Applicant of the restrictions to provide this protection. The District shall enforce these restrictions to ensure public health and welfare. State regulations prohibit the following undesirable practices:

- (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 following 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.
- (c) Prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- (d) No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- (e) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provided water for human consumption.
- (f) No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

Any person who intentionally or knowingly causes impairment or interruption of the District's public water supply, or causes it to be diverted in any manner, shall be reported by the District for possible prosecution under Texas Penal Code §28.03.

The District shall maintain a copy of this Agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. The District or its designated agent shall conduct these inspections before initiating service and periodically after that. The inspections shall be conducted during the District's regular business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their 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 needed. Failure to comply with the terms of this service agreement shall cause

the District 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 Applicant.

In the event the total water supply is insufficient to meet all of the Applicant's needs, or if there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rate Order. By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

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

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

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant has service. Said guarantee shall pledge any and all Deposit Fees against any balance due to the District.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until the violation is corrected to the satisfaction of the District.

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 District's Rate Order.

Applicant Signature

Date

OPTIONAL FORM OF PAYMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

This ACH payment form is through High Point SUD, not the third-party payment site within the customer portal. Please do not sign up for High Point's ACH debit, and the Customer Portal Automatic Payments doing so will result in double payments. I (we) hereby authorize HIGH POINT WATER, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the financial institution named below, hereafter called BANK, and if necessary, initiate adjustments for any transactions debited in error. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. laws, regulations, and other rules that apply to ACH. This authorization should be clear and readily understandable, as indicated by Regulation E.

I understand my account will be debited on the 10th of every month for services rendered and authorized said debits not to exceed the maximum amount listed below.

Do Not Exceed an Amount of _____ (must be \$250 or above) to be debited from my account.

Bank Name: _____ **Checking** **Savings**

Routing Number: _____ **Account Number:** _____

Name(s) on Bank Account: _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner to afford COMPANY and BANK a reasonable opportunity to act on it. By authorizing this monthly ACH debit, you are also authorizing a \$0.25 service charge transaction fee to be added to your monthly bill for the cost of this service.

Signature: _____ **Date:** _____

NOTE: WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

*Double-check the routing and account numbers to avoid returned payments. All return payments are subject to additional fees. If you wish to cancel the auto draft, please allow three weeks to process the cancellation.

High Point Special Utility District

16983 Valley View Road
Forney, Texas 75126
Right of Way Easement
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by High Point Special Utility District, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor' premises. This Agreement, together with other provisions of this grant, shall constitute a covenant running with assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

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

Signature

Printed Name

ACKNOWLEDGEMENT

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

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

Notary Public in and for

_____ County, Texas

(SEAL)