

WATER SERVICE CONTRACT FOR PIPELINE CUSTOMERS (DOMESTIC AND LIVESTOCK ONLY)

This Agreement is made by and between the WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT ("*DISTRICT*") and Customer Name (hereafter called "*Customer*", whether one or more persons, male, female or corporate). This Agreement shall be effective as of January 1, _____, and, unless sooner terminated as hereafter provided, shall terminate on December 31, _____.

In consideration of certain sums paid, and to be paid, to *DISTRICT* by *Customer*, as described herein, and the mutual covenants and obligations hereinafter set forth, *DISTRICT* and *Customer* agree as follows:

1. *Customer* is the owner, a joint owner, or lessor of the property located in _____ County, Texas, across which land there has been constructed a main water supply line owned and operated by *DISTRICT* which carries raw, untreated water from *DISTRICT'S* Hubbard Creek Reservoir to one or more of the member cities of *DISTRICT*. In connection with construction of *DISTRICT'S* original supply line, *Customer*, or *Customer's* predecessor in title, requested, and *DISTRICT* installed, a water tap and water meter from which *Customer* may take *DISTRICT* water for domestic and livestock purposes under water rights permits granted to *DISTRICT* by the State of Texas.

2. In addition to the terms, provisions and conditions contained in this Contract, the right and privilege of *Customer* to take water from the water tap on *Customer's* land shall be governed by the rules, regulations, policies and procedures adopted by *DISTRICT* from time to time and *Customer* agrees to abide by, and shall comply with, all rules, regulations, policies and procedures of *DISTRICT* applicable to sales of water from *DISTRICT'S* main water supply lines, including (but not limited to) Section II of the General Rules and Regulations of the WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT, as amended and effective from time to time.

3. *DISTRICT* agrees to furnish water to *Customer* through the water tap and water meter on *Customer's* property only for domestic and livestock purposes and only so long as *Customer* cannot be served by the facilities of any city, town, water supply corporation or other public or private entity providing water service to persons living in unincorporated or rural areas.

4. All water taps, water meters and related equipment shall be installed by *DISTRICT* and remain the property of *DISTRICT*. *DISTRICT* shall be responsible for maintenance (normal wear and tear), repair and replacement of all water taps, water meters and accessory equipment; provided that *Customer* shall pay or reimburse *DISTRICT* for the cost of any repairs or replacements caused, in whole or in part, by the acts or omissions of *Customer* or *Customer's* employees, agents or invitees, or resulting from any cause other than the negligence of *DISTRICT*, its employees or agents.

5. *Customer* shall be obligated to pay for all water taken, withdrawn or used from the water tap on *Customer's* land according to the schedule of rates, fees and charges established by *DISTRICT* from time to time. Monthly or other periodic statements shall be mailed to *Customer* by *DISTRICT* and *Customer* shall pay all amounts shown to be due and payable on each such statement within 20 days after the billing date shown on the statement. All sums due and payable by *Customer* to *DISTRICT* under this Contract shall be payable at *DISTRICT'S* principal office at 410 Hickory Street/P.O. Box 2362, Abilene, Taylor County, Texas 79604.

6. *Customer* acknowledges and agrees that *DISTRICT* has the right to disconnect *Customer's* water meter and water tap, or to otherwise prohibit the taking or use of water from the water tap and meter, upon breach by either *Customer* or any other person using or taking water from the water tap/water meter on *Customer's* land, of any rule, regulation, policy or procedure of *DISTRICT*, or any terms or provisions contained in this agreement; and *DISTRICT* may withhold water from *Customer* until *DISTRICT* is satisfied that any breach or violation has been remedied and will not reoccur, and until payment by *Customer* of any reconnect charges assessed by *DISTRICT*. If any breach or default is not cured to *DISTRICT'S* satisfaction, or if *Customer* or any other person sharing or using water from *Customer's* water tap repeatedly violates *DISTRICT'S* rules, regulations, policies or procedures, or the terms of this Contract, *DISTRICT* may terminate this Contract by written notice to *Customer* and remove the water tap, water meter and related equipment.

7. *Customer* accepts all water furnished through the facilities of *DISTRICT* with prior notice and full understanding that (i) such is raw, untreated water produced from surface water supplies; (ii) water taken from *DISTRICT'S* supply lines is not fit or usable for human consumption unless properly treated and purified by *Customer*; (iii) *DISTRICT* makes no warranties or representations (and expressly disclaims any and all warranties) regarding the quality of water available from *DISTRICT'S* supply lines; (iv) *Customer* and any other person using water from a *DISTRICT* water supply line does so at his or her own risk; (v) *DISTRICT* shall not be liable for any personal injuries (including death), or for any injury to (or loss of) livestock or other property, resulting from the use of *DISTRICT'S* water; and (vi) under no circumstances will *DISTRICT* be liable for any special or consequential damages resulting from use of *DISTRICT'S* water.

8. *Customer* acknowledges and agrees that pressure in *DISTRICT'S* water supply lines shall only be that required for operation of *DISTRICT'S* pipelines and transmission of *DISTRICT* water to its member cities and that water pressure in the lines will vary from time to time. *DISTRICT* does not guarantee any minimum or maximum pressure in *DISTRICT'S* pipeline at the location of *Customer's* water tap. Water will only be available to *Customer* during such part of each day as water is being pumped through that part of *DISTRICT'S* pipeline on which *Customer's* tap may be located and *DISTRICT* does not obligate itself to furnish water to *Customer* or any other person using *Customer's* water when water is not being pumped through *DISTRICT'S* pipeline at the location of *Customer's* water tap.

9. *Customer* acknowledges that the maximum amount of water which *DISTRICT* may take or sell from Hubbard Creek Reservoir is limited by the terms and conditions of *DISTRICT'S* water rights permit from the State of Texas and water supply contracts between *DISTRICT* and its member cities. *DISTRICT* reserves the right at any time, and from time to time, to limit the daily, monthly or annual quantity of water which *Customer* may take from *Customer's* tap; provided, that any such restriction or reduction in the amount of water available to *Customer* shall be applied in like manner, and on a pro rata basis, to other rural *Customers* of *DISTRICT* similarly affected.

10. All water taken from *Customer's* water tap shall be used for solely domestic or livestock purposes, whether by *Customer* or by any other person taking or using *DISTRICT* water from the water tap on *Customer's* land. *Customer* shall be solely responsible for the installation, repair, maintenance and replacement of all service pipes connected to *DISTRICT'S* water meter on *Customer's* land and all related pipelines, equipment and accessories used by *Customer* or any other person to transport or distribute water from *DISTRICT'S* tap and meter on *Customer's* property. *Customer* shall maintain (and shall require and cause any other person sharing or using water taken through *Customer's* water tap/meter to maintain) in good condition and repair all pipelines and related equipment and accessories so as to maximize conservation of water by *DISTRICT* and its *Customers* and to prevent leakage and loss of water. *Customer* shall not permit any person to take or use *DISTRICT* water for other than domestic or livestock purposes. *Customer* shall take, at *Customer's* expense, such action as may be reasonable and necessary to insure that any other person taking or using *DISTRICT* water from

Customer's water tap/meter shall comply with the rules, regulations, policies and procedures of DISTRICT and the terms, provisions and conditions set forth in this Contract.

11. Customer hereby grants to DISTRICT, its employees and agents, a license and easement, at all reasonable times, across Customer's property for (i) inspection, repair, replacement, relocation or renewal of any water tap, water meter or other equipment or accessories of DISTRICT installed on Customer's property; (ii) reading, testing and validating DISTRICT'S meter and related equipment; and (iii) enforcing compliance by all users of DISTRICT water with the rules, regulations, policies and procedures of DISTRICT applicable thereto.

12. Nothing in this Contract is intended, or shall ever be construed, as a release, waiver, limitation or restriction upon any rights of DISTRICT under the pipeline easement or easements pursuant to which DISTRICT'S pipelines were constructed across Customer's property. In the event of a conflict between any provision contained in this Contract and that contained in any such pipeline easement, the provisions of the pipeline easement shall be controlling.

13. Customer acknowledges that, while Customer may permit others to use or take DISTRICT water from the water tap on DISTRICT'S land after it has passed through DISTRICT'S water meter, DISTRICT shall not be liable or responsible in any way to any such person. DISTRICT shall not be required to provide additional water meters or other equipment or services in connection with any sale of water by Customer to any other person or the use by any other person of water from Customer's water tap. Customer shall be responsible for monitoring water use by others and their compliance with DISTRICT'S rules, regulations, policies and procedures.

14. Customer specifically acknowledges and agrees, and has been advised by DISTRICT, that if Customer engages or participates in distribution of DISTRICT water to persons who are not members of Customer's household, or sells water (even if for domestic or livestock purposes) to persons who are not members of Customer's household, Customer may be, become or be considered a "utility" under Texas law and be subject to regulation by the Texas Natural Resource Conservation Commission or other government authorities. Customer therefore agrees that, prior to selling any water taken from the water tap on Customer's land to any other person, or permitting any other person who is not a member of Customer's household to take water from Customer's water tap/meter for use on other lands not owned by Customer, Customer shall take necessary actions to comply with all federal, state or local laws, rules and regulations applicable to sale or distribution of water by Customer to other persons.

15. This agreement is not assignable or transferable by Customer. If Customer (or Customer and Customer's spouse) are not the sole owners of the land upon which DISTRICT'S tap is located, then Customer warrants and represents to DISTRICT that (i) the following persons are (with Customer, or with Customer and his/her spouse) joint owners of the property, to-wit:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

; (ii) Customer is the duly appointed and authorized agent and attorney-in-fact for each and all of the other owners of the land; and (iii) this Contract, when executed by Customer, shall be valid, binding and effective as to each and all of the owners of the property on which Customer's tap is located. DISTRICT shall not be affected or bound by any change in ownership of Customer's land unless and until written notice of the change in ownership shall be received by DISTRICT. Upon any change in ownership of the land on which Customer's water tap is located, DISTRICT may require that a new Water Service Contract be executed so as to bind any and all new owners.

16. Special Provisions:

WEST CENTRAL TEXAS
MUNICIPAL WATER DISTRICT

Owner (Print correction if needed)

By: _____
District Representative

Owner (Signature)

Name of Owner (if corporation, partnership, trust, etc.)

By _____

Title _____

Address _____

Phone _____

Pipeline Segment: Station Number: Meter Number : Meter Size : Lessee:
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