

## Transfer of Existing Service

Mustang Special Utility District  
7985 FM 2931 Aubrey Texas 76227  
Phone 940-440-9561 Fax 940-440-9686

Service Address: \_\_\_\_\_

Do you own or rent/lease this property? (circle one)    OWN                  RENT/LEASE

*New owners of rural property (not in a subdivision) will need to provide a copy of a survey  
and sign easement paperwork*

Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_

Billing address, if different from service address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License: State: \_\_\_\_\_ Number \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Special needs of applicant (such as elderly or infirmed) \_\_\_\_\_

Fees due in advance of account set up, payable by cash or check: \_\_\_\_\_

- \$100 water deposit
- \$50 wastewater deposit (if applicable)
- \$25 account transfer/set up fee

This agreement is between Mustang Special Utility District, a District organized under the State of Texas (hereinafter called the District) and \_\_\_\_\_ (Hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's rules, including payment of an application fee, the Applicant qualifies as a new or continued Customer or transferee, and thereby may hereinafter be called a Customer.

The customer shall pay the District for service hereunder as determined by the District's rules, and upon the terms and conditions set forth herein, a copy of which has been provided in the information packet, for which Customer acknowledges receipt hereof by execution of this Agreement. A copy of this agreement must be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the account of any customer 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. At any time 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 should be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit of the 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 sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have a right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon the Customer's premises at all reasonable 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 that may be located on the Customer's property. The Customer shall install at their own expenses 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 as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This service agreement services as notice to each customer of the plumbing restrictions, which are in place to provide this protection. The District shall enforce these restrictions, which are in place to provide this

protection. The District shall enforce this restriction to ensure the public health and welfare. The following unauthorized practices are prohibited by state regulations.

1. No direct connections between the public drinking supply 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 the state plumbing regulations. Additionally, all pressure relief valve and thermal expansion devices must be in compliance with state plumbing codes.
2. No cross-connections between the public drinking supply and a private water system are permitted. These potential threats to the public drinking supply shall be eliminated at service connection by the proper installation of an air gap or a reduced pressure zone backflow prevention assembly and a service agreement must exist of annual inspection and testing by a certified backflow prevention tester.
3. No connection, which allows condensing, cooling or industrial process water to be returned to the public drinking water supply, is permitted.
4. No pipe or 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 provides water for human consumption.
5. 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.
6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.

The District shall maintain a copy of this Agreement as long as the Customer and/or premises are connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. The Customer shall, at his/her 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 required. Failure to comply with the terms of this service Agreement shall cause the District to terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

In the event the total water supply is insufficient to meet the needs of all the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Rules. 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 the water line breaks by utility of like contractors, tampering by other Customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any utility easements for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fees shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution thereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are 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 of conditions of the District's Rules.

SIGNED this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Applicant: \_\_\_\_\_

PLEASE DO NOT WRITE BELOW THIS LINE—Office use only

- Final read/reconnect WO
- Transfers and deposits applied
- New account set up in system