

agrees to operate the system in accordance with 7 : & V written procedures and limitations. If there is excessive infiltration or inflow or failure to provide proper pretreatment, 7 : & may require Customer to repair the Customer Premise Equipment or eliminate the infiltration or inflow or take such actions necessary to correct the problem including, but not limited to, pumping the contents of Customer's on-site collection tank(s) at Customer's expense.

- I. If the property to be served does not have a dedicated, recorded public utility easement encompassing the Customer Premise Equipment and available for TWC's use in providing water and/or sewer utility service to the property in accordance with this Agreement, the Customer shall be required to provide TWC with a suitable recorded easement as a condition of service. The form of any such easement must be approved in advanced by TWC and shall include the following: (1) the easement shall be in a location acceptable to TWC; (2) the easement shall be for a corridor no less than fifteen (15) feet in width providing access to the receiving tank lift station and other Customer Premise Equipment; (3) the easement must encompass at least a fifteen (15) foot radius surrounding the Customer Premise Equipment; and (4) the easement shall be for the benefit of TWC, its agents and assigns. The easement shall be signed by (and shall be binding upon) all current record title owners of the property in question and enforceable against any and all subsequent purchasers of the property.
- J. TWC has the right to collect, transport, and dispose of any residual material removed from Customer's Customer Premise Equipment via the easement referenced above. As part of TWC's provision of wastewater services to Customer, 7 : & may conduct a biannual tank inspection and will pump the contents of Customer's on-site collection tank(s) once every five (5) to ten (10) years or more frequently as needed for proper system operation. If TWC is required to pump the contents of Customer's on site collection tank(s) more frequently than once every five (5) years, said additional pumping and disposal shall be performed by 7 : & or its agents at Customer's sole expense.
- . The terms of this Agreement shall be enforced on Customer in addition to any and all other similar terms applicable to wastewater collection systems and alternative collection systems specified in 7 : & V ~~not applicable~~ Sewer Utility Tariff applicable to the service area encompassing Customer's property.
- / Customer shall not allow for or permit the diversion or drainage of any fluids not approved by TWC into Customer's Customer Premise Equipment or 7 :C's wastewater collection system; including, but not limited to, any of the following: storm water, surface water runoff, grease, oil, solvent, paint, or other toxic chemical compounds.

VI. ENFORCEMENT. If the Customer fails to comply with any of the terms of this Agreement, TWC, at its option, may: (a) terminate service immediately as referenced below; (b) properly install, test, and maintain an appropriate backflow prevention device at the Customer's service connection; or (c) take any other action it deems advisable for the proper operation of the Alternative Collection System. Any expenses associated with the enforcement of this Agreement shall be billed to and paid for by Customer. In addition to the foregoing, TWC may terminate water and wastewater service with no compensation to Customer if Customer fails to comply, to TWC's satisfaction, with Customer's obligations or responsibilities under this Agreement,

TWC's Sewer Utility Tariff, or if any amounts due herein to TWC by Customer are not paid in full within sixty (60) days of Customer's receipt of an invoice for the same from TWC.

VII. REGULATORY COMPLIANCE. To the extent that any additional terms are required in order for this Service Agreement to comply with Title 30 Texas Administrative Code Section 217.95, as it may be revised from time to time, Customer agrees that such additional terms are hereby incorporated in this Service Agreement by this reference.

VIII. REPAIR AND MAINTENANCE – Third Party Provider. Customer may contract with a third-party maintenance provider for the provision of repair and maintenance services to Customer's Customer Premise Equipment in accordance with this Agreement. If Customer elects to use a third-party maintenance provider, said maintenance provider must be (1) preapproved by CLWSC in writing; (2) qualified to provide service to alternative collection systems, specifically Customer's Customer Premise Equipment; and (3) have a 24 hour emergency maintenance number that Customer and/or CLWSC can rely upon in the event emergency maintenance is required.

This Agreement is subject to the terms and restrictions of TWC's Sewer Utility Tariff, as it may be amended from time to time.

AGREED AND ACCEPTED:

Customer (1):

Customer's Name (printed): _____

Customer's Signature: _____

Date: _____

Customer (2):

Customer's Name (printed): _____

Customer's Signature: _____

Date: _____

Service Address: _____

Building Completion Date: _____

The Texas Water Company
P.O. Box 1742 Canyon Lake, Texas 78133
(830) 312-4600 / Fax (830) 964-2779
www.txwaterco.com
newservice@texwaterco.com