

NORTH ZULCH M.U.D.  
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(936) 399-2186 Fax  
northzulchmud@gmail.com  
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Deposit: \_\_\_\_\_  
Acct # : \_\_\_\_\_  
Seq #: \_\_\_\_\_  
Meter #: \_\_\_\_\_  
Meter Reading: \_\_\_\_\_

**SERVICE APPLICATION AND AGREEMENT**  
PLEASE PRINT

DATE: \_\_\_\_\_  
APPLICANT'S NAME \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ BILLING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE # (\_\_\_\_) \_\_\_\_\_ e-mail: \_\_\_\_\_

DL# OF APPLICANT: \_\_\_\_\_  
BIRTH DATE \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ EMPLOYER PHONE #: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (road, subdivision, lot & block#)  
\_\_\_\_\_

PREVIOUS OWNERS NAME AND ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.  
A MAP OF SERVICE LOCATION MAYBE REQUESTED.

AGGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
BETWEEN NORTH ZULCH M.U.D., A CORPORATION ORGANIZED UNDER THE LAWS OF  
THE STATE OF TEXAS (hereinto called the corporation) AND  
\_\_\_\_\_. (Here into called the applicant  
and/or member)

\_\_\_\_\_  
APPLICANT / MEMBER

\_\_\_\_\_  
APPROVED AND ACCEPTED

THE CORPORATION SHALL SELL AND DELIVER WATER SERVICE TO THE APPLICANT AND APPLICANT SHALL PURCHASE, RECEIVE, AND/OR RESERVE WATER SERVICE FROM THE CORPORATION IN ACCORDANCE WITH THE BYLAWS AND TARIFF OF THE CORPORATION AS AMENDED FROM TIME TO TIME BY THE BOARD OF DIRECTORS OF THE CORP. UPON COMPLIANCE WITH SAID POLICIES, INCLUDING PAYMENT OF A MEMBERSHIP FEE, THE APPLICANT QUALIFIES FOR MEMBERSHIP AS A NEW APPLICANT OR CONTINUED MEMBERSHIP AS A TRANSFEREE AND THEREBY MAY HEREIN AFTER BE CALLED A MEMBER.

THE MEMBER SHALL PAY THE CORP. FOR SERVICE HEREUNDER AS DETERMINED BY THE CORP. TARIFF AND UPON THE TERMS AND CONDITIONS SET FORTH THEREIN, A COPY OF WHICH HAS BEEN PROVIDED AS AN INFORMATION PACKET, FOR WHICH MEMBER ACKNOWLEDGES RECEIPT HEREOF BY EXECUTION OF THIS AGREEMENT.

THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY TO CANCEL THE MEMBERSHIP OF ANY MEMBER NOT COMPLYING WITH ANY POLICY OR NOT PAYING ANY UTILITY FEES OR CHARGES AS REQUIRED BY THE CORPORATION'S PUBLISHED RATES, FEES, AND CONDITIONS OF SERVICE.

IF THIS AGREEMENT IS COMPLETED FOR THE PURPOSE OF ASSIGNING WATER SERVICE AS A PART OF A RURAL DOMESTIC WATER SYSTEM LOAN PROJECT CONTEMPLATED WITH THE FARMERS HOME ADMINISTRATION, AN APPLICANT SHALL PAY AN INDICATION OF INTEREST FEE IN LIEU OF A MEMBERSHIP FEE FOR THE PURPOSE OF DETERMINING:

- a. THE NUMBER OF TAPS TO BE CONSIDERED IN THE DESIGN AND,
- b. THE NUMBER OF POTENTIAL RATE PAYERS CONSIDERED IN DETERMINING THE FINANCIAL FEASIBILITY OF CONSTRUCTING EITHER
  1. A NEW WATER SYSTEM OR
  2. EXPANDING THE FACILITIES OF AN EXISTING WATER SYSTEM

THE APPLICANT THEREBY AGREES TO OBTAIN, UTILIZE, AND/OR RESERVE SERVICE AS SOON AS IT IS AVAILABLE. APPLICANT UPON QUALIFICATION FOR SERVICE UNDER THE TERMS OF THE CORP'S POLICIES SHALL FURTHER QUALIFY AS A MEMBER AND THE INDICATION OF INTEREST FEE SHALL THEN BE CONVERTED BY THE CORP. TO A MEMBERSHIP FEE. APPLICANT FURTHER AGREES TO PAY, UPON BECOMING A MEMBER THE MONTHLY WATER CHARGES FOR SUCH SERVICE AS PRESCRIBED IN THE CORP'S PUBLISHED RATES, FEES, AND CONDITIONS OF SERVICE. ANY BREACH OF THIS AGREEMENT SHALL GIVE CAUSE FOR THE CORP. TO LIQUIDATE, AS DAMAGES, THE FEES PREVIOUSLY PAID AS AN INDICATION OF INTEREST. IN ADDITION TO ANY INDICATION OF INTEREST FEES FORFEITED, THE CORP. MAY ASSESS A LUMP SUM OF \$300.00 AS LIQUIDATED DAMAGES TO DEFRAY ANY LOSSES INCURRED BY THE CORP. IF DELIVERY OF SERVICES TO SAID LOCATION IS DEEMED INFEASIBLE BY THE CORP. AS PART OF THIS PROJECT, THE APPLICANT SHALL BE DENIED MEMBERSHIP IN THE CORP. AND INDICATION OF INTEREST FEE, LESS EXPENSES SHALL BE REFUNDED. THE APPLICANT MAY RE-APPLY FOR SERVICE AT A LATER DATE UNDER THE TERMS AND CONDITIONS OF THE CORP. POLICIES FOR THE PURPOSES OF THIS AGREEMENT, AN INDICATION OF INTEREST FEE SHALL BE OF AN AMOUNT EQUAL TO THE AMOUNT OF THE CORP. MEMBERSHIP FEE.

ALL WATER SHALL BE METERED BY METERS TO BE FURNISHED AND INSTALLED BY THE CORPORATION. THE METER AND/OR CONNECTION ARE FOR THE SOLE USE OF THE MEMBER OR CUSTOMER AND IS TO SERVE WATER TO ONLY ONE DWELLING AND/OR ONLY ONE BUSINESS. EXTENSION OF PIPE OR PIPES TO TRANSFER WATER FROM ONE PROPERTY TO ANY OTHER PERSONS DWELLING OR BUSINESS OR PROPERTY IS PROHIBITED.

IN EVENT THE TOTAL WATER SUPPLY IS INSUFFICIENT TO MEET ALL THE NEEDS OF THE MEMBERS, OR IN THE EVENT THERE IS A SHORTAGE OF WATER, THE CORP. MAY INITIATE THE EMERGENCY RATION PROGRAM AS SPECIFIED IN THE CORP. TARIFF. BY EXECUTION BY THE APPLICANT OF THIS AGREEMENT APPLICANT HEREBY SHALL COMPLY WITH THE TERMS OF SAID PROGRAM.

THE MEMBER SHALL INSTALL AT HIS OWN EXPENSE A SERVICE LINE FROM THE WATER METER TO THE POINT OF USE, INCLUDING ANY CUSTOMER SERVICE ISOLATION VALVES AND OTHER EQUIPMENT AS MAY BE SPECIFIED BY THE CORP. THE USE OF PIPES AND PIPE FITTINGS THAT CONTAIN MORE THAN 8.0% LEAD OR SOLDERS AND FLUX THAT CONTAIN MORE THAN 0.2% LEAD IS PROHIBITED FOR ANY PLUMBING INSTALLATION OR REPAIR OF ANY RESIDENTIAL OR NON RESIDENTIAL FACILITY PROVIDING WATER FOR HUMAN CONSUMPTION AND CONNECTED TO THE CORP.

BY EXECUTION HEREOF, THE MEMBER SHALL HOLD THE CORP. HARMLESS FROM ANY AND ALL CLAIMS OF DAMAGES CAUSED BY SERVICE INTERRUPTIONS DUE TO WATER LINE BREAKS BY UTILITY OR LIKE CONTRACTORS, TAMPERING BY OTHER MEMBER/USERS OF THIS CORP., NORMAL FAILURES OF THE SYSTEM, OR OTHER EVENTS BEYOND THE CORP. CONTROL.

THE MEMBER SHALL GRANT TO THE CORP. NOW AND IN THE FUTURE, ANY EASEMENTS OF RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING SUCH PIPELINES, METERS, VALVES AND ANY OTHER SUCH EQUIPMENT WHICH MAY BE DEEMED NECESSARY BY THE CORP. TO EXTEND OR IMPROVE SERVICE FOR EXISTING OR FUTURE MEMBERS, ON SUCH FORMS AS REQUIRED BY THE CORP.

THE CORP. SHALL HAVE THE RIGHT TO LOCATE A WATER SERVICE METER AND THE PIPE NECESSARY TO CONNECT THE METER ON THE MEMBERS PROPERTY AT A POINT TO BE CHOSEN BY THE CORP. AND SHALL HAVE ACCESS TO ITS PROPERTY AND EQUIPMENT LOCATED UPON MEMBERS PREMISES AT ALL REASONABLE TIMES FOR ANY PURPOSE CONNECTED WITH OR IN THE FURTHERANCE OF ITS BUSINESS OPERATIONS, AND UPON DISCONTINUANCE OF SERVICE THE CORP. SHALL HAVE THE RIGHT TO REMOVE ANY OF ITS EQUIPMENT FROM THE MEMBERS PROPERTY.

THE CORP. AUTHORIZED EMPLOYEES SHALL HAVE ACCESS TO THE MEMBERS PROPERTY OR PREMISES AT ALL REASONABLE TIMES FOR THE PURPOSE OF INSPECTING FOR POSSIBLE VIOLATIONS OF THE CORP. POLICIES OR TEXAS DEPT. OF HEALTH RULES AND REGULATIONS. THE CORP. STRICTLY PROHIBITS THE CONNECTION OF SERVICE PIPELINES FROM ITS WATER SERVICE METER TO ANY PRIVATE WELL OR OTHER UNKNOWN WATER SUPPLY.

BY EXECUTION OF THIS SERVICE APPLICATION AND AGREEMENT, APPLICANT SHALL GUARANTEE PAYMENT FOR ALL OTHER RATES, FEES AND CHARGES DUE ON ANY ACCOUNT FOR WHICH SAID APPLICANT OWNS A MEMBERSHIP CERTIFICATE. SAID GUARANTEE SHALL PLEDGE ANY AND ALL MEMBERSHIP FEES AGAINST ANY BALANCE DUE THE CORP. LIQUIDATION OF SAID MEMBERSHIP FEES SHALL GIVE RISE TO DISCONTINUANCE OF WATER UTILITY SERVICE UNDER THE TERMS AND CONDITIONS OF THE CORP. TARIFF.

BY EXECUTION OF THIS SERVICE APPLICATION AND AGREEMENT, APPLICANT AGREES THAT NONCOMPLIANCE WITH THE TERMS OF THIS AGREEMENT BY SAID APPLICANT SHALL CONSTITUTE DENIAL OR DISCONTINUANCE OF SERVICE UNTIL SUCH TIME AS THE VIOLATION IS CORRECTED TO THE SATISFACTION OF THE CORP.

ANY MISREPRESENTATION OF THE FACTS BY THE APPLICANT ON ANY OF THE TWO PAGES OF THIS FORM SHALL RESULT IN DISCONTINUANCE OF SERVICE PURSUANT TO THE TERMS AND CONDITIONS OF THE CORP. TARIFF.