

FORT BEND COUNTY MUD #26

3134 CARTWRIGHT ROAD MISSOURI CITY, TEXAS 77459
PHONE#: 281-499-5539 FAX#: 281-261-4507

CONTRACT FOR RESIDENTIAL WATER AND WASTEWATER SERVICE

New Service _____ Name Change Only _____ Update Information Only _____

The undersigned subscriber hereby makes application to the Fort Bend County MUD #26 for Water service, Wastewater service and Sewer Tap Inspection (new application) at the following premises:

Address: _____ Lot _____ Block _____ Section _____

By this application the undersigned subscriber agrees to comply with the Fort Bend County MUD #26 (the "District") "Plumbing Material Restrictions and Prohibited Plumbing Practices", the District's "Rules and Regulations Governing Sewer Service Lines and Sewer Connections" and the District's Waste Discharge Order Regulating the Quality of Sewage (Section 4.10).

The subscriber for new residential service hereby tenders the sum of one thousand six hundred (\$1,600) dollars for a water tap fee and seventy five (\$75) dollars for a sewer tap inspection fee. The water tap fee includes the installation and maintenance of a 3/4" water meter on the part of Fort Bend County MUD #26 within the street right of way and/or utility easements for service at the above described premises. It is understood that title to the water meter is vested in the Fort Bend County MUD #26. The cost for a 1" meter is \$1,900.

The tapping charge for a Multi-Family, Non-Taxable or Commercial User will be determined by the District based on the size and number of taps requested.

The subscriber agrees to take and use said water and sewer service at the following rates which are subject to change in accordance with the standard Utility rate making accounting procedures:

Table with columns: UTILITY SERVICE RATES: (MONTHLY BILLING), Single Family Residential Users: * Water, Sewer, Builders Rate: Water/Sewer Flat Rate. Includes rates for 1,000, 1,001-20,000, and over 20,000 gallons.

* Water; All Users will be Charged a Ground Water Reduction Plan Fee of \$1.89 per 1,000 gallons of water used, which includes a ten percent (10%) administrative fee. This Fee will be listed separate on the bill. This fee is determined by the Ground Water Reduction Agreement with the City of Missouri City and is subject to change

* Regulatory Charges (forwarded to TCEQ): one half of 1% of the district's water and sewer charge

* A Garbage fee set by the City of Missouri City may be applicable.

The subscriber hereby grants the District the right of ingress and egress in order to read, repair and otherwise maintain the District's water tap and meter.

All charges are due and payable on the or before the 15th of the month. A penalty in the amount of 10% of the existing unpaid balance is assessed on each delinquent account on the 16th day of the month. Failure to pay all charges when due may be deemed breach of this contract, at the discretion of the Fort Bend County MUD #26, in which event all services may be discontinued with proper notice (delinquent letter fee of \$2.00 applies). If service is disconnected for non-payment a reconnection fee of \$75.00 and the existing unpaid balance shall be paid to the District before service is again commenced at the above location. Each time service is terminated for non-payment, the deposit amount will increase by \$100 before service is restored (not to exceed \$550.00). All returned items which include checks, money orders, electronic funds transfer, or credit cards shall be charged a thirty (\$30) dollar handling and processing fee.

Account Name: _____ Billing Address: _____

City: _____ State: _____ Zip: _____

This application becomes a contract only upon the acceptance of the same by Fort Bend County MUD #26.

Effective Service Date: _____ Signature: _____

Date of Closing: _____ Home Phone: _____

Mortgage Company: _____ Employer: _____

or Address: _____

Leasing From: _____ Business phone: _____

Address: _____ Driver License: State: _____ # _____

Phone: _____ Social Security #: _____

TRANSFER FEE: \$50.00 DEPOSIT REQUIRED: Owners: \$150.00 / Renters: \$250.00: - NO INTEREST Please provide proof of purchase/ownership or a lease agreement.

For office use only

BY: _____

Fort Bend County M.U.D. #26

A third party convenience fee of three percent (3%) will be charged to process all credit cards.

Sign up for monthly ACH or Recurring Credit Card. Payment will be deducted approximately 3 days prior to due date.

ACH _____ (Provide voided Check) Recurring Credit Card _____ Effective Date _____

Credit Card #: _____ Expiration Date: _____ Signature: _____

Dear Customer:

Effective September 1, 1993, our customers have the right to request we do not disclose certain confidential information provided for in House Bill No. 859. This personal confidential information consists of your address, telephone number, and social security number. In light of the new law, please mark the appropriate box below indicating your choice with regard to disclosure of your personal information.

Thank you for your time and attention to this matter.

Very Truly Yours,

FORT BEND COUNTY MUD #26

PLEASE CHECK ONE:

- Yes, I would like my personal information kept confidential.

- No, it is not necessary to keep my personal information confidential.

Signature

Printed Name

Date

FORT BEND COUNTY MUD #26

PLUMBING MATERIAL RESTRICTIONS AND PROHIBITED PLUMBING PRACTICES

Prohibition of Use of Specified Materials

The use of the following plumbing materials are prohibited in any and all improvements connected to the District's water system:

1. Any pipe or pipe fitting which contains more than 0.25% lead; and
2. Any solder or flux which contains more than 0.2% lead

Prohibition Against Cross-Connections and Undesirable Plumbing Practices:

Penalty for Violation

1. No direct connection between the District's potable water distribution system and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the District's potable water distribution system by air-gap or an appropriate back-flow prevention device.
2. No cross-connection between the District's potable water distribution system is permitted. These potential threats to the District's drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
3. No connection which allows water to be returned to the District's potable water distribution system is permitted. This includes, but is not limited to, any device pursuant to which water is removed from the District's potable water distribution system, circulated through a customer's system for cooling or heating of fluids used in connection with a heat exchange system and routed back to the District's potable water distribution system.
4. Any User of the District's potable water distribution system shall allow its property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted during normal business hours by the District's representative prior to initiating service and periodically thereafter.
5. The District will notify the User in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection. At its sole cost and expense, the User shall immediately correct any undesirable plumbing practice on its premises and properly install, test and maintain any backflow prevention device required by the District within two (2) working days of receipt of notice of the improper cross-connection. Copies of all testing and maintenance records on such devices shall be provided to the District annually.
6. If the User fails to comply with the terms of this Section, the District may, at its sole option, terminate service or properly install, test and maintain an appropriate backflow prevention device at the User's service connection. Any expenses associated with the enforcement of this section shall be billed to the User.

Any User who:

1. Violates any Section of this Order; or
2. Makes unauthorized use of District services or facilities; or
3. Causes damage to District facilities by using such facilities in a manner or for a purpose contrary to the purpose for which such facilities were designed; or
4. Uses or permits the use of any septic tank or holding tank with the District; or
5. Violates the District's "Rules and Regulations Governing Sewer Service Lines and Sewer Connections"; or
6. Violates the District's "Order Regulating the Introduction of Wastewater Into the Sanitary Sewer System of the District"; or
7. Constructs facilities which are not included in the approved plans for development;

shall be subject to a penalty of **\$10,000** for each breach of the foregoing provisions. Each day that a breach of any provision hereof continues shall be considered a separate breach.

Received by Subscriber: _____ Date: _____