

City of Rose City, Texas  
COMMERCIAL WATER  
APPLICATION

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

Business Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

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

Rent or Own (please identify)

Owners Name and Address if Renting:

\_\_\_\_\_  
\_\_\_\_\_

Trash Container:

2yd \_\_\_ X \_\_\_ A Week

3yd \_\_\_ X \_\_\_ A Week

4yd \_\_\_ X \_\_\_ A Week

6yd \_\_\_ X \_\_\_ A Week

8yd \_\_\_ X \_\_\_ A Week

10yd \_\_\_ X \_\_\_ A Week

Turn on Date: \_\_\_\_\_

Turn off Date: \_\_\_\_\_

# City of Rose City

## Service Agreement

- I. PURPOSE. The City of Rose City Water Plant is responsible for protecting the drinking water supply from contamination or pollution that could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions that are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the City of Rose City Water Plant will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.
  - a. No direct connection between the public drinking water supply and 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 device.
  - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow device.
  - c. No connection that allows water to be returned to the public drinking water supply is permitted.
  - d. No pipe or pipefitting that contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
  - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. SERVICE AGREEMENT. The following are the terms of the service agreement between the City of Rose City Water Plant and \_\_\_\_\_ (the Customer).
  - a. The City will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
  - b. The Customer shall allow his/her property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the City or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the City's normal business hours.
  - c. The City shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic inspection.
  - d. The Customer shall immediately remove or adequately isolate any potential cross-connections or other contamination hazards on his/her premises.

e. The Customer shall, at his/her own expense, properly install, test, and maintain any backflow prevention device required by the City. Copies of all testing and maintenance records shall be provided to the City.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

I, the undersigned, understand and agree that I am responsible for all charges for the requested service, and will continue to be responsible for same until such time as I request termination of service. I also understand any deposit paid may be applied to the account on the final bill and any resulting credit will be refunded.

Should this account not be fully paid within 28 days from the billing date the City may, at its option, immediately terminate service; additionally, the City is entitled to and the Customer hereby agrees to pay all cost of collection, enforcements, and reconnection on this account, including attorney's fees and court cost.

## RELEASE AND WAIVER OF LIABILITY

This agreement executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as "RELEASOR"), for the benefit of THE CITY OF ROSE CITY, (hereinafter referred to as "CITY")

WHEREAS, the Releaser is the lawful occupant of the dwelling or building (hereinafter referred to as "PROPERTY") located at \_\_\_\_\_, Texas, and WHEREAS, the Releaser, has requested the City to provide and turn-on water services to the Property, and,

WHEREAS, the Releaser, freely and voluntarily executes this Release and Waiver of Liability.

CUSTOMERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_