

## FORT DAVIS ESTATES WATER SUPPLY SERVICE AGREEMENT

RE: LOT 42, FORT DAVIS ESTATES

Agreement made this [REDACTED] day of [REDACTED] between the Fort Davis Estates Supply Water organized under the laws of the State of Texas, (hereinafter called the Estates) and [REDACTED] (hereinafter called the Member).

The Estates agrees to sell and deliver water service to the Member and the Member agrees to purchase and receive water service from the Estates, in accordance with the bylaws and rules and regulations of the Estates as amended from time to time by the Estates.

The Member shall pay the Estates for services hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by the Estates's Board of Directors.

All water shall be metered by meters to be furnished and installed by the Estates. The meter and/or connection is for the sole use of the Member or Customer and is to serve water to only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter to any person, dwelling, business, property, etc.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Estates may prorate the water available among various Members on such basis as is equitable by the Board of Directors, and may prescribe a schedule for hours covering the use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time to total water supply shall be insufficient to meet all the needs of all Members, the Estates shall first satisfy all of the needs of all Members for domestic purposes before supply any water for livestock purposes and must satisfy all the needs of the Members for both domestic and livestock purposes before supplying any water for garden purposes.

All main extensions and service lines will be installed by the Estates at the Members expense.

The Members shall hold the Estates harmless from any and all claims or demands to real or personal property occurring from the point the Member ties on to the water line to the final destination of the line. The Member agrees to grant to the Estates an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and any other equipment which may be deemed necessary for the Estates on such form as is required by the Estates.

The Estates shall have the right to locate a water service meter and the pipe necessary to connect to meter on the property of the Member at a point to be chosen by the Estates, and shall have access to its property and equipment located upon the Members premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service, shall have the right to remove any of its property from the Members premises.

Monthly bills will be mailed on or before the last working day of each month and are payable on or before the 20<sup>th</sup> of each month. After the 20<sup>th</sup> there will be a \$7.00 late fee added to the account and disconnection will be made.