SERVICE AGREEMENT

The District shall endeavor to deliver to Customers a monthly statement of the amount due to the District for water and sewer service. Failure of Consumer to receive such statement from the District or failure of the District to properly mail the same will not relieve Consumer of his obligation to pay the amount in full by the due date. Consumer must contact District's Utility Supervisor within five days of receipt of the bill or prior to the date the payment is due, whichever occurs first, to request an appointment to discuss the bill. Consumer understands and agrees that failure to timely dispute a bill results in a waiver of Consumer's ability to later contest the same.

In consideration for the supply of water and sewer service, Consumer agrees to timely pay each bill in the amount and at the rates established via ordinance by District, which amounts and rates may be hereinafter amended from time to time. Consumer's meter shall be read each month at times and dates specified on the bill. Should the Consumer fail to pay any bill in full on or before the due date, water and sewer services may be disconnected without notice, at the Districts discretion, with a reconnection fee in the amount specified by the District's ordinance.

District authorized employees shall have access to property or premises for which service is provided at all reasonable times for the purpose of inspecting, repairing, removing or exchanging all appliances belonging to District and used in connection with Waterworks and Sewer Systems and Consumer hereby agrees to grant such access and to not interfere with District employees in the discharge of their duties. No direct or cross connection between the public drinking water supply and private water system is permitted. No connection which allows water to be returned to the public drinking water supply is permitted. Pipe or pipe fittings should all be LEAD FREE, and no solder or flux which contains more than 0.25% lead can be used for the installation or repair of plumbing at any connection which provides water for human use. If the Consumer fails to comply with the terms of the Service Agreement, the District shall, at its option, 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.

On November 1, 2012, the Harris County W.C.I.D. #36 will be changing the disinfectant that we use from chlorine to chloramines. This change is intended to benefit our customers by reducing the levels of disinfection byproducts (DBPs) in the system, while still providing protection from waterborne disease. However, the change to chloramines can cause problems to persons dependent on dialysis machines. A condition known as hemolytic anemia can occur if the disinfectant is not completely removed from the water that is used for the dialysis. Consequently, the pretreatment scheme used for the dialysis units must include some means, such as a charcoal filter, for removing the chloramines prior to this date. Medical facilities should also determine if additional precautions are required for other medical equipment. In addition, chlorinated water may be toxic to fish. If you have a fish tank, please make sure that the chemicals or filters that you are using are designed for use in water that has been treated with chloramines. You may also need to change the type of filter that you use for the fish tank.

To this end, Consumer hereby waives, releases, acquits and forever discharges, indemnifies, holds harmless and defends the District and its officers, agents, and employees of and from any and all damages, claims, causes of action, suits, liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, and demands of whatever contractual, statutory or in tort or otherwise, arising out of; or in any way connected with, directly or indirectly, District's provision of water and/or sewer service or its failure to provide such service, regardless of the negligence or culpability of District, its officers, agents and employees. It is the expressed intention of Consumer and District that the release and indemnity provided for in this paragraph releases and indemnifies, protects, and defends the District along with its officers, agents and employees from the consequences of its officer's agents and employees negligence is the sole or a concurring cause of any damages, claims, causes of action, suits, liabilities, and demand of whatever nature, known or unknown, whether contractual, statutory or in tort otherwise. In the event that any action or proceeding is brought against District by reason of any of the above, Consumer further agrees and covenants to defend the action or proceeding by legal counsel acceptable to District.

District does not guarantee a constant supply of water and will not be liable for damages to consumer for failure to supply water to Consumer's premises. Additionally, the District shall not be liable for failure of the sewer service. The advance payment herewith made shall be held by District as security for the payment of future water and sewer service for the period of this contract which shall terminate upon request of Consumer or upon disconnection of such services by District. Upon termination of this contract, the deposit will be returned to Consumer without interest provided Consumer has paid all charges for water and sewer service, as provided in the ordinances of District, and has paid for any damages done by Consumer or Consumer's agent to any property belonging to District. Should Consumer be in arrears with bills for water or sewer services, or both, the deposit shall first be applied to the payment of such delinquent bill and the balance of the deposit, if any, shall be refunded to Consumer upon termination of this contract. If your deposit refund is less than $5.00, the request must be in writing from the deposit holder. District may require an additional deposit when in the opinion of the General Manager an additional deposit is necessary in order to ensure payment to the District for the Consumer's water and sewer bill. Consumer hereby agrees to pay the additional deposit immediately. If said additional deposit is not received, the District may cut off the water service from the premises without notice to Consumer. Failure to pay final balance can result in account information being shared with a collection agency.

Consumer agrees to abide by the ordinances of District regulating and governing water and sewer services as now in effect and as hereafter be amended or adopted. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter herein. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the remaining provisions of this agreement, which shall remain in full force and effect, and to this end all provisions of this Agreement are declared to be correct. Failure of District to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing under default of failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and District, regardless of the place of its execution or performance. This Agreement shall become effective and enforceable immediately upon its execution by the parties hereto.

Harris County Water Control & Improvement District No. 36

www.hcwcid36.com

"A RECOGNIZED SUPERIOR WATER DISTRICT and a 'Water Smart' Participant"

Service Agreement for Water & Sewer Service

LOT_____ BLOCK_____ ACCOUNT NO._____Governmental Political Subdivision of the State of Texas in Harris County, Texas ("Cloverleaf"), by and through its employee whose name is signed below on behalf of Harris County WC& ID No.36 the sum of $_____being the advance payment for water and sewer service to be furnished by District, in accordance with the following terms and conditions: (See Reverse Side)

- **Initial if you do not want anyone to be able to ask about account: _____**

Name (please print): _____

Service Address:_____SS No. _____

Date of Birth _____ DL No. _____

EMAIL _____@_____

Spouse/Alt Contact(s) _____ SS No. _____

Home Phone No. _____ Cell Phone No. _____

Place of employment _____ Work Phone No. _____

Emergency Contact Name _____ Phone No. _____

Mailing address if different from service address: _____

Previous Address _____

LANDLORDS NAME and TELEPHONE NO. _____

*****Any special circumstances for emergency care check if applies & initial _____ Details required on separate piece of paper.**

☐ Residential ☐Multi with count____ ☐Commercial ___

Commercial accounts only: DBA _____ Business Type_____

Commercial accounts Federal ID No. or Tax ID No. _____

Consumers Signature: XX_____ Agent: _____

Harris County WC& ID No. 36

By Agent: _____ Date: _____

This document is Non-Transferable

903 Hollywood St., Houston, TX 77015 * customerservice@hcwcid36.com *Phone 713-453-5493 * Fax 713-453-4552