



For Office use:

Utility deposit is due at time of application.

Credit Card

Cash

Check

Rec'd by: _____

REALTOR/PROPERTY MANAGER APPLICATION FOR WATER SERVICE

(Note: If mailing, faxing or emailing your application please include a legible copy of your valid driver's license)

<i>For Office use:</i>	DEPOSIT # _____	DEPOSIT AMOUNT \$ _____
	ACCOUNT # _____	SERVICE CHARGE \$ _____

STREET ADDRESS: _____ MAILING ADDRESS: _____

APPLICANT PHONE #: _____

SERVICE AGREEMENT

PURPOSE: The **City of River Oaks** is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water system construction or configuration. The purpose of this **service agreement** is to notify each customer of the restrictions, which are in place to provide this protection. The City of River Oaks enforces these restrictions to ensure the Public Health and Welfare. As the applicant you are required to sign this agreement before the City of River Oaks will begin service. In addition when service to an existing connection has been suspended or terminated, the River Oaks Water System will not re-establish service unless it has on file a signed copy of this agreement. The River Oaks Water System will maintain a copy of this agreement as long as the Customer and/or the premise are connected to the River Oaks Water System.

I, _____, do hereby affirm and certify that I am a Texas Licensed Realtor
 (Realtor)
 as an agent or broker and am legally authorized by property owner to market the real estate property at
 _____ for sale or rent with the intent to make this property ready for
 (Address)
 another Person's occupancy.

I, _____, do hereby affirm and certify that I am the Property Manager
 (Property Manager)
 charged with operating a real estate property for a fee representing the owner of the property at
 _____ for the purpose of making this property ready for another Person's
 (Address)
 occupancy.

RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an approved backflow prevention device.
2. 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 prevention device.
3. No connection which allows water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
5. 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.

SERVICE AGREEMENT. The following are terms of the service agreement between the CITY OF RIVER OAKS AND _____ (Customer). **PLEASE INITIAL EACH ITEM BELOW:**

I agree that by paying the required utility deposit and by signing this application and service agreement for water service, I will abide by all water utility regulations governing water service in accordance with the Texas Commission on Environmental Quality and the City of River Oaks, Texas as follows:

_____ **I understand** the utility deposit must be paid at the time of application or service will not be established and I understand that my deposit cannot be paid out or added to a bill.

_____ *The Realtor/Property Manager Option in the River Oaks Code of Ordinances allows the Realtor/Property Manager to open a water utility account with the city by submitting the signed application to the water department on the city's standard water service application form sent by the Realtor/Property Manager either by facsimile or email electronic transmission.*

_____ **The Realtor/Property Manager as the account holder is responsible to insure all running water inside the structure has been turned off or have a representative present when the water service is being activated by the water department. In the event that there is nobody present when the water service is to be activated; the water department may not leave water on.**

_____ **I understand** as the *Realtor/Property Manager* that the deposit application option is for the sole purpose of marketing the property for sale or rent since the intent is to make the property ready for another person's occupancy.

_____ **I understand** as the *Realtor/Property Manager* that once occupancy is established the service under the *Realtor/Property Manager Option* shall cease and service shall be disconnected until the new occupant makes application for a new water deposit in their name.

_____ **I understand** that the water administration department pursuant to the Water Service Policy in setting up a new utility account may require proof to substantiate that the person making application for service is the same person, authorized to make service application as *a Realtor or Property Manager*.

_____ **I will allow** the property to be inspected for possible cross-connections and potential contamination hazards. When there is reason to believe that cross-connections or other potential hazards exist or after any major changes to the private water distribution facilities, **the River Oaks Water System** or its designated agent will conduct these inspections prior to initiating new water service. The inspections shall be conducted during the water system's normal business hours.

_____ The **River Oaks Water System** will notify the customer in writing of any cross-connection or potential contamination hazard which has been identified during the initial inspection or the periodic inspection. **The Customer** shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on this premise.

_____ **The Customer** at his/her expense shall properly install, test and maintain any backflow prevention device required by the River Oaks Water System. Copies of all testing and maintenance records shall be provided to the water system.

_____ I have received a copy of the minimum billing charges and the billing procedure. I understand that depending upon the date I request my service, my first bill may not reflect my average monthly usage and may include additional days of water usage or fewer days of usage.

_____ In order to avoid utility service disconnection for a delinquent account, the account holder must contact the utility office prior to 5 p.m. on the twenty-fifth (25th) day following the billing date and make arrangements to pay the utility charges. The person whose name is recorded on the utility account must sign the payment arrangement form. The city secretary/mayor or mayor's

designee is responsible for reviewing payment arrangement requests, and must approve the payment arrangements before such arrangements are accepted on behalf of the city.

_____ The city reserves the right not to approve any payment arrangement **in excess of four (4) times in a calendar year** or on any account that has a history of delinquency or if the city official determines that the reason for requesting a payment arrangement is not a legitimate reason for an extension of time. **I understand** Payment arrangements with the city are for a limited extension of time only, and failure to keep any payment arrangement with the city will result in disconnection of utility service without further notification.

_____ **I understand** that if I leave an unpaid balance on my account the City of River Oaks will apply my utility deposit to the account to satisfy the unpaid debt. If there is a credit after the deposit has been applied I will receive a refund within 60-90 days. In order to insure I receive my refund I **MUST** provide a forwarding address. If there is balance after the deposit has been applied and I fail to pay the balance owed, **I understand** the City of River Oaks will take the necessary legal means to collect this debt.

_____ If the **customer** fails to comply with the terms of the Service Agreement, the **River Oaks Water System** shall, at its option either terminate or properly install, test and maintain an approved backflow prevention device at the service connection. Any expenses incurred by the City of River Oaks associated with the enforcement of this agreement shall be billed to the customer.

_____ **Customer Signature**

Date signed: _____

<p><i>For Office use only:</i> <i>Date Service will Commence:</i></p> <p>_____</p> <p><i>Approved by:</i></p> <p>_____</p>

NOTICE OF RIGHT TO REQUEST CONFIDENTIALITY
(THIS NOTICE IS BEING PROVIDED TO YOU TO INFORM YOU OF YOUR RIGHT AS A UTILITY CUSTOMER OF THE CITY OF River Oaks. PLEASE BE ADVISED THAT THE CONFIDENTIAL INFORMATION DESCRIBED BELOW IS SUBJECT TO RELEASE UNDER CHAPTER 552, TEXAS GOVERNMENT CODE, AS AMENDED ("PUBLIC INFORMATION ACT"), UNLESS YOU ELECT THE FIRST OPTION.)

OPTIONS:

- Yes, I hereby request, pursuant to §182.051, et. seq., Texas Utilities Code, as amended, that my personal information and any information relating to utility usage, amounts billed to or collected from me for utility usage ("Confidential Information") maintained by the City of River Oaks' Utility Billing Department **REMAIN CONFIDENTIAL.**
- No, my Confidential Information may be released for any and all purposes.
- On this ____ day of _____, _____, I hereby rescind my previous request that the City of River Oaks maintain my information as Confidential Information and that it may be released for any and all purposes.