MARTINDALE WATER SUPPLY CORPORATION

206 Main Street   Telephone (512) 357-6951

P.O. Box 175   Fax (512) 357-0028

Martindale, Texas 78655-0175

SERVICE AGREEMENT FOR HYDRANT/FLUSH VALVE METER

APPLICANT NAME: _____ TDL #_____

MAILING ADDRESS: _____ Phone #_____

PROJECT TO RECEIVE SERVICE _____

PROJECT ADDRESS: _____ County_____

Application filed _____ Service to Start _____ Service will end _____

No. of day/months service requested _____ Gallons estimated usage per day/month _____

AGREEMENT made on _____, 20_____, between Martindale Water Supply Corporation , a corporation organized under the laws of the State of Texas (hereinafter "Corporation") and _____ (hereinafter "Applicant").

1. The Corporation agrees to sell and deliver a temporary water service to the Applicant and the Applicant agrees to purchase and receive water service on a temporary basis from the Corporation in accordance with the Tariff of the Corporation and all applicable City, County, State and Federal laws and regulation.

2. The Applicant shall pay the Corporation for service hereunder as set out in the current Rate Schedule of the Corporation's Tariff and upon the terms and conditions of this agreement. A copy of the Corporation's Tariff is available to the Applicant upon request.

3. All water supplied under this contract shall be metered by a meter to be owned, furnished and installed by the Corporation. The provided service connection is for the sole use of the Applicant and is to serve water exclusively to the Project identified above. The Applicant shall not transfer any of the water supplied under this contract to anyone or for any purpose including but not limited to the property to another, to share, resell, or sub-meter water to any other person(s), dwelling(s), business(es), and/or property.

4. When filing a non-potable container or truck, there must be an air gap twice the diameter of the fill pipe.

5. The water supplied under this contract is an at-will service which service may be terminated at the sole discretion of the Corporation at its sole discretion. In the event the total water supply capacity of the Corporation becomes insufficient to meet all needs of the Members, or in the event there is a shortage of water, the Corporation may initiate

an Emergency Rations Program which may result in complete stoppage of water service to the Applicant. The Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions.

6. The Applicant shall at its sole expense provide a service line from the water Corporation's meter to the point of use including any service isolation valves and other equipment as may be specified by the Corporation.

7. The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the Corporation and shall have access to its property and equipment located upon the Applicant's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service. Upon discontinuance of service and termination of this contract the Corporation shall have the right to remove any and all of its equipment from the Applicant's property.

8. The Corporation's authorized employees shall have access to the Applicant's property and premises at all reasonable times for purpose of inspecting for possible violations of the Corporation's policies or Texas Department of Health Rules and Regulations. The Corporation strictly prohibits the connection of such service pipelines from its water service meter to any private well or other unknown water supply.

9. The Applicant hereby agrees to guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Corporation's Tariff.

10. The Applicant hereby agrees that violation of the terms of this Agreement may at the Corporation's sole discretion, result in the discontinuance of water service until such time as the violation is corrected to the satisfaction of the Corporation. Any misrepresentation of the fact(s) by the Applicant on this form shall result in discontinuance of service.

11. This Agreement will automatically terminate on the date set out above unless it is extended in writing prior to the stated termination date.

_____   _____

APPLICANT   DATE

_____   _____

APPROVED BY   DATE