

EMERALD BAY MUNICIPAL UTILITY DISTRICT
SANITARY SEWER SERVICE AGREEMENT

The following are the terms of the Sanitary Sewer Service Agreement between the Emerald Bay Municipal Utility District (hereinafter referred to as “the District”) and _____ (hereinafter referred to as “the Customer”) at the property to be serviced under this Agreement located at _____, (street address) and/or legal description of the property.

I. **PURPOSE.** The Emerald Bay Municipal Utility District operates a wastewater treatment plant and collection system. It is responsible for maintaining safe, sanitary, and adequate plumbing installations, connections, and appurtenances as subsidiary parts of the District’s sanitary sewer system. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this service. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the District will continue service or begin new service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS.** The following practices are controlled by State regulations:

- A. The Customer shall be responsible for maintaining the wastewater (sewer) lines leading from the points of connection to the District’s wastewater system to the building or premises served. The wastewater line shall be maintained so as to prevent infiltration of water to or ex-filtration of wastewater from the wastewater line. Gutters, drains, downspouts or other sources of rain and storm water shall not be connected to the plumbing or wastewater line of the building or premises served.
- B. All connections and reconnections (including taps) to the District’s wastewater collection system shall be installed by a District approved licensed contractor at the expense of the person requesting the service and must comply with procedures set forth in the District’s Rules and Regulations available on its website (www.emeraldbay-tx.gov) or printed copies are available upon request.
- C. All taps and service connections to the District’s wastewater collection system shall be constructed out of materials and installed in the manner set forth in the “Procedures for Field Connections to Sewer Collection System.” All connections and reconnections (including taps) to the District’s wastewater collection system must be inspected by a District Representative or designated agent before the connecting line and connections are covered or enclosed with dirt or any other material. All fees shall be billed by the District for each connection made to the District’s sewer system upon application for sewer service.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the Emerald Bay Municipal Utility District and the Customer.

- A. The District agrees to accept the effluent from the customer's property into its collection system for treatment and disposition, subject to the terms and conditions of this Agreement.
- B. The Customer shall be responsible for the payment of all current and past due fees and charges for sewer service. All bills are due when rendered and are delinquent if payment is not received by the District on or before the last day of the billing month. Rates and billing procedures are subject to change and the complete version of the District's Rules and Regulations are available on its website (www.emeraldbay-tx.gov) or printed copies are available upon request.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of this Agreement or the District's Rules and Regulations (as amended from time to time), then the District may, at its option, terminate service to the Customer and the Customer shall be responsible for damages to the District's property resulting from the Customer's breach of this Agreement. The Customer shall be responsible for any expenses incurred by the District in enforcing this Agreement, including, but not limited to, costs and reasonable attorneys fees.

EXECUTED this _____ day of _____, 20_____.

Customer's Signature: _____

Customer's Street Address: _____

City, State, Zip _____

Mailing Address (if different from above) _____

City, State, Zip _____

Telephone Number: _____