



OFFICE USE ONLY:
CUSTOMER ACCOUNT #
60547-

KIRBY LANDING HOA SERVICE AGREEMENT

*Service Address _____ *City _____

*Zip Code _____ *Mandatory field

Return to via Email: StartService@inframark.com Fax- 281-394-4530

- I. **Purpose:** The Water system is provided by the City of Houston. All Owners are responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The Association enforces these restrictions Through the authority in the Governing Documents of the Association. Each customer must sign this Agreement before service will begin. In addition, when service to an existing connection has been suspended or terminated, the Association will not re-establish service unless it has a signed copy of this Service Agreement.
- II. **Plumbing Restrictions:** The following undesirable plumbing practices are prohibited by State regulations and this Agreement.
 - A. No direct-connection between the Association Water lines or City of Houston Water lines and a potential source of contamination is permitted. 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.
 - B. 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.
 - C. No connection which allows water to be returned to the Association's drinking water supply lines is permitted.
 - D. No pipe or pipe fitting which contains more that 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder of 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.
- III. **Service Agreement:** The following are the terms of the Service Agreement between the Water System Association and _____ (the "Customer").
 - A. The Association will maintain a copy of this Service Agreement as long as the customer and/or premises are connected to the Water System.
 - B. The customer shall allow their property to be inspected for possible cross-connections, after any major changes to the private plumbing facilities or if any unacceptable plumbing practices exist. These inspections shall be conducted by the Association or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water System's normal business hours.
 - C. The Association shall notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic inspections.
 - D. The customer shall immediately correct any undesirable plumbing practice on the premises.
 - E. The customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Association or through its agent. Copies of all testing and maintenance records shall be provided to the Water System
 - F. Customer understands and agrees that the Association does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the Association is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time, as all water is provided by the City of Houston.
- IV. **Enforcement.** If the customer fails to comply with the terms of the Service Agreement, the Association 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 Service Agreement shall be billed to the customer and/or Owner, and is subject to the collection provisions in Governing Documents of the Association and the established Water Rate Order.

Print Name: _____

Signed: _____ Date: _____