

**MILLIGAN WATER SUPPLY CORPORATION
HYDRANT METER RENTAL APPLICATION/AGREEMENT**

The undersigned Hydrant Meter User, in consideration of permission to use a hydrant meter(s) of the Milligan Water Supply Corporation (hereinafter "MWSC"), hereby agrees to the terms and conditions contained herein.

All use of water through hydrants for other than firefighting activities by fire department personnel or official use by MWSC personnel will be through meter assemblies equipped with backflow preventers.

HYDRANT METER RENTAL APPLICATION

APPLICANT INFORMATION

Name on Account: _____ Tax ID or SSN: _____

Name of Business: _____

_____ City: _____ Zip: _____

_____ Business Email: _____

_____ Commercial Use: Yes No Caged Meter: Yes No

Person responsible for meter: _____ Phone: _____

Location of Hydrant: _____

Address:

Phone:

Date Issued:

Meter owned by:

Meter serial number:

HYDRANT METER RATES & FEES	
Refundable Commercial Deposit	\$2500.00
Refundable Residential Deposit	\$1500.00
Non-refundable Connection Charge	\$40.00
Minimum Service Charge	\$95.00
Failure to Submit Meter for monthly Inspections	\$150.00
Tampering Fee	\$1,500.00
Water theft through Fire Hydrant	\$2,500.00
Damage Fee	Cost based on Price of Part
Water Rate	\$10.00 / 1,000 gallons

Customer Responsibilities

Customer will be required to perform the following task and adhere to the following requirements as a part of applying for the meter.

1. Customer must pay a deposit as set by MWSC's Board of Directors.
2. After payment of the deposit, the customers will be issued a fully tested hydrant meter.
3. Customer should inspect meter and assembly upon receipt.
4. The customers must pay the monthly charges as billed. Additional fees may apply for replacement cost or damages.
5. Use of the hydrant meter outside of MWSC's service area is strictly prohibited. Hydrant meters found in use outside of the service area may be confiscated and a fee may be charged to the customer's account.
6. The customer must return the hydrant meter to MWSC's office monthly for inspection of the meter, backflow device and the register that captures usage. MWSC will send notification when the meter is due for testing. Failure to return the meter for testing, as required, will result in a penalty of \$150.00 monthly until the meter is returned.
7. If any past due balances are unsatisfied at the time to the return, those balances will be required up front and in full to receive another meter.
8. Any modifications or alternations made to the hydrant meter by the customer must be removed prior to returning the meter. Failure to do so will result in additional charges to the customer's account.
9. To protect the meter from damage, theft, and unauthorized use, the customer will not leave the hydrant meter attached to the hydrant unless currently in use including but not limited to chaining the meter to the hydrant.
10. The customer will be responsible for protecting the hydrant meter assembly from damage or theft, during their rental including but not limited to damage from freezing. Customer is responsible for the costs associated with the repair or replacement of the hydrant meter, resulting from damage or theft, occurring during their rental period. Repair and replacement costs are based on the actual costs.
11. The customer agrees that they will not tamper with, alter, bypass, or modify the connection from MWSC's system to any device utilized by MWSC to meter and measure the water usage to the customer's premises including but not limited to modifying, bypassing, or removing the backflow device. In the event that MWSC discovers any circumstance whereby the customer has, or has allowed, a violation of this provision, MWSC shall immediately confiscate the meter from the customer and a \$1,500.00 tamper fee shall be assessed to the customer.
12. In the event any of the above-mentioned fees are failed to be paid, the customer will be ineligible to rent any further meters with MWSC.
13. Additionally, MWSC will follow the collections guidelines to collect the past due balance including but not limited to confiscation of the meter or turning the account over to a third-party collection agency. After the balance on the account is more than 30 days past due, MWSC reserves the right to confiscate the meter. Once the meter is confiscated, the account will be closed, and the deposit will be forfeited. A restocking fee for the meter may be assessed to the account. If the meter is not recovered, the customer will also be billed for the full cost of the meter assembly minus any unutilized deposit.

Consequences for Non-compliance

If Customer is found using water from a hydrant without prior authorization from MWSC, bypassing any backflow preventer or mobile tank air gap, or if Customer otherwise uses water in violation of this Agreement, Customer may be prosecuted and/or required to pay liquidated damages, a past due water fee based on two (2) times the amount of water used, which amount shall be determined by MWSC in its sole discretion. This fee does not constitute a penalty, but an estimate of damages incurred by MWSC because exact damages would be difficult, if not impossible, to determine.

Hold Harmless and Indemnity

Customer shall hold harmless and indemnify MWSC for any costs and expenses, including but not limited to court costs and attorney fees, incurred by MWSC in enforcing this Agreement against Customer and/or incurred by MWSC as a result of any

claim or cause of action initiated against MWSC as a result of Customer's violation of any provisions or provisions of this Agreement.

Modifications of Agreement

The terms of this Agreement may be modified by MWSC at any time by providing written notice of such modifications to Customer.

By signing, Customer acknowledges that they have executed a binding contract on behalf of themselves, or the legal entity that they represent, and that they understand and agree to all terms contained in the Agreement.

Customer's Name: _____ Company's Name: _____

Signature: _____ Date: _____

To obtain your Hydrant Meter

Please call 972-542-1143 to set up an appointment to pick up the meter.

1400 S. Bridgefarmer Rd.
McKinney, Texas 75069

Meter Read upon pickup/possession of customer _____ Date _____

Final Read _____ Date _____