

**REQUEST for
TRANSFER of MEMBERSHIP**

Deed: _____

Res: _____

Com: _____

Request membership with NORTH ALAMO WATER SUPPLY CORPORATION

Account # _____ to be transferred to:

New Owner: _____ Spouse: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ or (_____) _____

This transfer is in accord with HB 1442, 59 th Legislature as it amends Article 1434A, Section 9A. Vernon Annotated Texas Civil Statutes, which states that one may NOT sell or transfer membership in this Corporation to another person except:

- (1) by will to a person related to the testator within the 2nd degree of consanguinity: or
- (2) by transfer without compensation to a person related to the undersigned within the 2nd degree of consanguinity: or
- (3) by transfer without compensation or by sale of the corporation: or
- (4) by transfer as part of the conveyance or real estate from which the membership arose.

(5) Please provide us a copy of your deed, and a picture I.D. or Driver's License

The by-laws of North Alamo Water Supply Corporation state:

“*** The consideration for the transfer of any membership in the corporation to *** other persons shall never exceed the amount of the original costs of such membership. No gain or profit shall ever be realized from the sale of transfer of membership.” By this application I state and represent that this transfer complies with both the above. A **\$25.00 transfer fee** payable to N.A.W.S. Corporation is required and that the total balance due on the membership account being transferred must be paid and a SERVICE AGREEMENT must be signed by the transferee prior to transfer being accomplished.

Members Signature

Date

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____
20____, to certify which witness my hand and official seal.

My Commission Expires: _____

Notary Public, State Of Texas

Printed Name

Have you previously received water service from North Alamo Water Supply Corporation (NAWSC), if so, under your name or another persons name?_____

If yes, please list below all names and account numbers.

Name:_____Name:_____Name:_____

Acct #_____Acct #_____Acct #_____

Do you understand and agree that once the Board of Directors of NAWSC has accepted your application for membership and a water meter has been installed by NAWSC for your use, the monthly minimum and usage fee will commence and you as the member will be responsible for it's payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to members side of the meter?

Yes_____No_____

Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?

Yes_____No_____

Do you understand and agree the Board of Directors of NAWSC has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet legal obligations of NAWSC?

Yes_____No_____

Do you understand and agree the service agreement authorizes access of the NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your use of the water service?

Yes_____No_____

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?

Yes_____No_____

Do you acknowledge that you must maintain in compliance with all applicable local governmental Ordinances or regulations, including but not limited to ordinances or regulations relating to the regulations of subdivisions, and that your failure to comply, may result in the termination of the water service to you?

Yes_____No_____

Do you understand that there are no exemptions for a service charge, due to a trip that a serviceman or service made?

Yes_____No_____

Applicant's Signature

Date

**NORTH ALAMO WATER SUPPLY CORPORATION
SERVICE AGREEMENT**

AGREEMENT made on this _____ day of _____, 20____ between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and _____.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors

The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property on the Member at a point to be chosen by and shall have access to its property of the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

Member _____ Co-Owner/Spouse _____

Driver's License # _____ Driver's License # _____

Telephone # _____ Telephone # _____

PAYMENT AGREEMENT

At the present time this account number _____ shows a balance in the amount of _____. There may be an additional amount due that has not been billed.

I agree that I will be responsible for this outstanding balance.

Signature

Date

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

_____ Male _____ Female

_____ White, Not of Hispanic Origin

_____ Black, Not of Hispanic Origin

_____ American Indian or Alaskan Native

_____ Hispanic

_____ Other, Specify _____

_____ Asian or Pacific Islander

NOW YOU CAN REQUEST THAT PERSONAL INFORMATION

CONTAINED IN OUR UTILITY RECORDS

NOT BE RELEASED TO UNAUTHORIZED PERSONS

The Texas Legislature recently enacted a bill, effective 9-1-93, allowing publicly-owned utilities to give their customer the option of making the customer's address, **Telephone number, and social security number confidential.**

IS THERE A CHARGE FOR THIS SERVICE?

Yes, There is a one-time charge of \$1.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$1.00 to:

**NORTH ALAMO WATER SUPPLY CORPORATION
420 South Doolittle Road**

Edinburg TX 78539

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

DETACH AND RETURN THIS SECTION

Yes, I want you to make my personal information (address, and telephone number) confidential. I have enclosed my payment of \$1.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/ Telephone Number

City, State, Zip Code

Signature