

RURAL WATER DISTRICT No. 5

**MAYES COUNTY, OKLAHOMA
5607 Highway 28 W
P.O. Box 565
Adair, OK 74330**

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned

Being the owner or occupier of land located within Rural Water District No. 5, Mayes County, Oklahoma, hereby applies to said district for water service, and if water service is made available by said District, agrees to the following conditions:

1. Purchase or cause to be purchased one benefit unit for each water service at the unit price of \$3,750.00 and pay any additional charges for a road bore or road cut.
2. Pay a minimum monthly charge beginning 30 days from the payment of membership fee and pay for water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. The tract or tracts to which each benefit unit is to be assigned are specifically described as situate in the State of Oklahoma, to-wit:
 4. The Benefit Unit Subscriber grants Rural Water District No. 5, Mayes County, Oklahoma a 20 foot easement parallel and adjacent to the County Road and or State Highway frontage of the above described legal of their property for future use.
 5. The Benefit Unit Subscriber shall install at his own expense a service line from the meter to the point of use.
 6. The Benefit Unit Subscriber shall hold the Rural Water District harmless from any and all claims or demands for damage to real or personal property occurring from the point the Subscriber ties on the Rural Water District meter to the final destination of the line installed by the Subscriber. The Subscriber agrees to grant the Rural Water District an easement of right-of-way for the purpose of installing, maintaining and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary for the Rural Water District, on such form as is required by the Rural Water District.
 7. The Rural Water District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the Subscriber at a point chosen by the Rural Water District, and shall have access to its property and equipment located upon the Subscriber's premises at all reasonable times 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 Subscriber's premises. Water meters shall be read and bill will be rendered for service at the end of the month and mailed by the 5th of the month following that which the service was rendered as set forth in the rate schedule.

Bills not paid on or before the 16th day of the month shall be subject to a late charge of ten- percent or \$5.00 whichever greater plus non-discriminatory collection charges as established by the District. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of service.

8. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District. The member shall be required to provide a DEQ (Department of Environmental Quality) approved septic system inspection report for any new residence. Failure of any member to have a properly function DEQ approved septic system may result in disconnection of service.

9. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the by-laws and rules and regulations of the District, reconnection shall be upon the conditions set out in the by-laws and the rules and regulations of the District.

10. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

11. The laws of the State of Oklahoma, the by-laws of the District, and the rules and regulations of the District, as presently existing, and as may be amended from time-to-time, are made a part of this agreement as though fully set out herein.

(Name-Please Print)

(Name-Please Print)

(Signature)

(Signature)

(Mailing Address)

(Mailing Address)

Service Address if different from mailing

(Telephone #)

(Telephone #)

(Business Phone #)

(Business Phone #)

Date

Membership Fee Paid

Customer Service Requirements and Recommendations

The District Does Not Install Regulators or Shut off valves on customer side of the meter.

New Customers: will need to install or have installed a regulator on the Customers side of the Meter.

New Customers: will need to install or have installed one or more shut off valves on the Customer side of the meter.

New Customers will need to provide a copy of a DEQ approved septic installation report. This applies to Aerobic systems also.

Existing customers with a regulator in the District's meter can:

Should the regulator fail you will be required to install or have installed a regulator on the Customers side of the Meter.

Existing customers: it is recommended that you also install or have installed one or more shut off valves on the Customer side of the Meter.

The District's shut off valve in its meter can is not intended to be used by customers but, can be use in emergencies. If it is used repeatedly and it fails it will be replaced on the District's time and at the District's expense, therefore all customers need one or more shut off valves on their side of Meter for emergency shut off in case of leaks.

Please sign and date acknowledging you have read and understand the above listed requirements.

Sign _____ Date _____