

**RURAL WATER DISTRICT #1**  
**1904 N 380**  
**WETUMKA OK 74883**  
**HUGHES COUNTY, OKLAHOMA**  
**(A NON-PROFIT WATER ASSOCIATION)**

ACCOUNT # \_\_\_\_\_

**PROPERTY OWNER APPLICATION AND CONTRACT FOR WATER SERVICE**

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Service Address: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

Mailing (billing) Address: \_\_\_\_\_  
(if different from Service address)  
\_\_\_\_\_  
City State Zip Code

Type of Service:  Residential  Commercial  Industrial  Developer

Name of Applicant: \_\_\_\_\_ Authorized Contact \_\_\_\_\_

Last 4 Digit SSN: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ D/O/B \_\_\_\_\_

EIN/Federal I.D. No. (Business): \_\_\_\_\_

Telephone No(s): Home/Business \_\_\_\_\_ Daytime: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Water Emergency Contact Preference (please check one): Home/Business phone: [ ] Cell phone: [ ] Email: [ ]

Legal Description of Service Address (lot, block, subdivision, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE READ THE FOLLOWING CAREFULLY AND SIGN:**  
**(This is a binding contract for water service)**

The undersigned Applicant being the owner or co-owner of land located within an area for which Rural Water District No. 1, Hughes County, Oklahoma ("District") has the legal authority under Oklahoma Law to provide potable water service, hereby applies to the District for domestic potable water service ("water service"), **AND AGREES TO OBSERVE AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

1. Applicant agrees to purchase one (1) "Membership Certificate" for water service to a single address (single residence or business) at the price currently required by the District's rate schedule, and shall at that time become a Member. The purchase price for a Membership Certificate is not refundable under any circumstances and is deemed to be a donation to the

District. The Membership Certificate may be assignable/transerable to the successor property owner, subject to approval by the Board of Directors of the District (hereafter "Board") and subject to compliance with the District's bylaws, rules and regulations. Applicant/Member further agrees to observe and comply with the rules and regulations adopted by the Oklahoma Department of Environmental Quality.

2. Applicant/Member agrees to pay a minimum monthly charge, and pay for water delivered to the meter, at that rate set out in the rate schedule currently adopted by the Board and as may be amended/increased in the future. Any changes made in the minimum monthly water charge and rate schedule by the Board of the District (and other applicable charges) shall become a part of this contract as though fully set forth herein.
3. The Applicant/Member, as well as any co-owner of the property to be provided water service, hereby grants to the District an irrevocable, permanent easement and right of way, for purposes of access to the Owner's property and adjacent property for the purpose of locating, installing, removing and servicing the meter and associated fixtures, meter can/pit and other water lines and equipment of the District. Such access and use by the District shall extend inside the perimeter of the property described in this document not less than 10 feet inside any other existing easement on the aforesaid property. This easement may be used by the District to install additional water line extensions, mains, valves, meter pits and other devices/equipment/pumps, etc., for the purposes of providing water service to the property referenced herein, and other properties. In addition to the foregoing, the Applicant/Member, and all co-owners of the property to be served, hereby grant to the District, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Applicant/Co-owner for the purpose of ingress to and egress from the above-described lands.
4. As provided by the rules and regulations of the District, the District will read the water meter or meters (manually, electronically or otherwise), and a service bill for water delivered to the meter shall be rendered by the District in the month following the month in which the water is delivered, and the undersigned agrees to pay said service bill within ten (10) days of when the bill is rendered, or be subject to a late charge, plus collection charges as adopted by the District. Failure of the District to submit a service bill shall not excuse the undersigned from the obligation to pay for all applicable charges, when the bill is submitted. Failure to pay a bill within ten (10) days after mailing of the bill, shall result in discontinuance of service, and other sanctions as provided for in the bylaws, rules and regulations of the District. Bills not paid within the time provided herein, shall be subject to a late charge (as adopted by the District in its bylaws, rules and regulations), plus collection charges as established by the District in its bylaws, rules and regulations. The failure of a Applicant/Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
  - a. Nonpayment within ten days from the due date will be subject Applicant/Member to a penalty of ten percent of the delinquent account.
  - b. Nonpayment within thirty days from the due date will result in the water being shut off from the Applicant's/Member's property.
  - c. In the event it becomes necessary for the District to shut off the water from a Applicant's/Member's property, a fee set by the District in its rate schedule will be charged for a reconnection of the service.
5. The Applicant/Member shall have a cutoff valve and water meter at each delivery points. **The District shall have exclusive right to use cutoff valve on water meter loop. This is not a valve to be used by the Applicant/Member. The Applicant/Member shall have a valve on the outside of the meter box for Applicant/Member usage.**
6. The District shall have final authority concerning any question of location of any service line connection to its distribution system; shall determine the allocation of water to Applicants/Members in the event of water shortage; and may shut off water to a Member who allows a connection or extension to be made of the member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Applicants/Members, or in the event there is a shortage of water, the District may prorate the water available among the various Applicants/Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Applicants/Members and require adherence thereto or prohibit the use of water for garden purposes; provided that , if at any time the total water supply shall be insufficient to

meet all of the needs of all the Applicants/Members, the District must first satisfy all of the needs of all Applicants/Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Applicants/Members for both domestic and livestock purposes before supplying any water for garden purposes.

7. The Applicant/Member agrees that no other present or future source of water will be connected to any waterlines served by the District's waterline and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross-connections in the Applicant's/Member's system.
8. The Applicant/Member shall connect the service lines to the District's distribution system and shall commence to use water from the system on the date the water is made available to the Applicant/Member by the District. Water charges to the Applicant/Member shall commence on the date service is made available, regardless of whether the Applicant/Member connects to the District's system.
9. In the event the Applicant/Member shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, the Applicant/Member agrees to pay the District a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would be difficult, if not impossible, to determine the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.
10. The Applicant/Member shall install and maintain at the Applicant's/Member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Applicant/Member, provided the District has determined in advance that the system has sufficient capacity to permit delivery of water at that point.
11. The Applicant/Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Applicant/Member also agrees to pay for water at such rates, time, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the District.
12. The water service supplied by the District shall be for the sole use of the Applicant/Member who agrees not to extend or permit the extension of pipes for the purpose of transferring water from one property to another or to another living unit(s) on/within the property, nor will the undersigned share, deliver, resell or sub-meter water to any other person, entity, structure or vehicle. Each meter service shall supply water to only one residence or business establishment. In high-pressure areas the District encourages customers to install pressure regulators (pressure reducing valves) on the water customer's service line (line between the meter and the residence/business).
13. If after water service is made available, water service is discontinued or disconnected for any reason or purpose, pursuant to this contract, the bylaws, rules and regulations of the District, reconnection shall be upon the conditions set forth in the bylaws, rules and regulations of the District. In the event the Membership Certificate has been forfeited, the property owner must re-apply for service, and a new Membership Certificate must be purchased.
14. The undersigned agrees not to make any physical connection between any private water system and the water system of the District. Representatives of the District may at all reasonable times enter the premises where the water is being delivered or used for the purpose of inspection to enforce the provisions of this contract, and the bylaws, rules and regulations of the District, and including regulations adopted by the Oklahoma Department of Environmental Quality. Refusal to allow access and inspection, shall be grounds for disconnection of water service.
15. The laws of the State of Oklahoma including the rules and regulations of the Oklahoma Department of Environmental Quality, the bylaws of the District and the rules and regulations of the District, as presently existing, and as may be amended from time to time, are deemed a part of this contract as though fully set out herein.

16. Indemnity. The Applicant/Member and the co-owners (if any) agree to indemnify and hold the District harmless, and agree to defend the District from and against, any claim, suit or demand made, by the Applicant/Member, as well as the undersigned and/or made by any third person, entity or party, associated with, arising from or related to any event, occurrence, casualty, damage, or circumstance from and beyond the water meter.

**BY SIGNING THIS CONTRACT, I/WE (THE APPLICANT(S)/PROPERTY OWNER(S)) CERTIFY THAT I/WE OBTAINED AND HAVE READ THE CORPORATION'S BYLAWS, RULES AND REGULATIONS WHICH ARE DEEMED INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT, AND I/WE AGREE THAT I/WE ARE BOUND BY AND WILL COMPLY WITH THE TERMS AND CONDITIONS OF THE CORPORATION'S BYLAWS, RULES AND REGULATIONS.**

**I/WE PERSONALLY GUARANTEE PROMPT PAYMENT OF ALL SERVICES PROVIDED BY THE CORPORATION FOR/TO THE SERVICE ADDRESS IDENTIFIED ABOVE (REGARDLESS OF WHETHER THE WATER SERVICE IS BEING PROVIDED TO THE OWNER OR A TENANT/LESSEE/OCCUPANT ON THE PROPERTY) INCLUDING BUT NOT LIMITED TO PAYMENT OF ALL CONNECTION, METER, MONTHLY MINIMUM FEES AND OTHER CHARGES. THE CORPORATION RESERVES THE RIGHT TO TERMINATE WATER SERVICE IN THE EVENT OF NON-PAYMENT, AND/OR FOR BREACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT, AND/OR FOR BREACH OF THE RULES AND REGULATIONS OF THE CORPORATION AS THEY CURRENTLY EXIST OR AS ADOPTED IN THE FUTURE.**

**IF THE PROPERTY IDENTIFIED ABOVE IS OWNED BY AN ENTITY (CORPORATION, PARTNERSHIP, TRUST, LLC, ETC.) THE UNDERSIGNED, WHO ARE SIGNING ON BEHALF OF THE ENTITY, AGREE TO PERSONALLY AND INDIVIDUALLY GUARANTEE PAYMENT.**

This Agreement shall bind and benefit the Applicant/Member, and the District, and their respective successors and assigns.

**Applicant's/Property Owner(s)/Guarantor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Other Property Owner's/Guarantor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Accepted and Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized Representative for the District