

**RURAL WATER DISTRICT NO. 7
MAYES COUNTY, OKLAHOMA**

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

THE UNDERSIGNED, BEING THE OWNER OR OCCUPIER OF LAND LOCATED WITHIN RURAL WATER DISTRICT NO. 7 MAYES COUNTY, OKLAHOMA, HEREBY APPLIES TO SAID DISTRICT FOR _____ WATER SERVICE(S), 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 _____
2. PAY A MINIMUM MONTHLY METER CHARGE FOR WATER FOR EACH WATER SERVICE FROM TIME SERVICE IS MADE AVAILABLE BY THE DISTRICT, AND PAY FOR ADDITIONAL WATER USED AT THE RATE SET OUT IN THE RATE SCHEDULE ADOPTED BY THE BOARD OF DIRECTORS. ANY CHARGES 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 SITUATED IN _____ COUNTY, OKLAHOMA, TO-WIT:

4. WHEN THE RULES AND REGULATIONS OF THE DISTRICT PROVIDE THAT WATER USERS WILL READ THEIR OWN METERS AND REMIT PAYMENTS WITHOUT NOTICE, WATER USERS WILL READ THEIR OWN WATER METER ON THE FIRST DAY OF EACH MONTH, OR THE EARLIEST DATE THEREAFTER, AND REMIT THE PAYMENT OF THE MONTH'S WATER BILL NOT LATER THAN SCHEDULE. BILLS NOT PAID ON THE 16TH DAY OF THE MONTH SHALL BE SUBJECT TO A FIVE PERCENT LATE CHARGE PLUS NON-DISCRIMINATORY COLLECTION CHARGES BY THE DISTRICT ESTABLISHED. FAILURE TO PAY A BILL BY THE FIRST DAY OF THE MONTH FOLLOWING THE MONTH WHICH THE BILL IS RENDERED SHALL RESULT IN DISCONTINUANCE OF SERVICE.
WHEN THE RULES AND REGULATIONS OF THE DISTRICT WILL READ THE WATER METERS, SERVICE BILL FOR WATER USED SHALL BE RENDERED BY THE DISTRICT ON OR BEFORE THE FIFTH DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH THE WATER IS USED, AND THE UNDERSIGNED AGREES TO PAY SAID SERVICE BILL ON OR BEFORE THE 16TH DAY OF THE MONTH IN WHICH THE BILL IS RENDERED, OR BE SUBJECT TO A LATE CHARGE OF FIVE PERCENT PLUS NONDISCRIMINATORY COLLECTION CHARGES AS BY THE DISTRICT ESTABLISHED. FAILURE OF THE DISTRICT TO SUBMIT A SERVICE BILL SHALL NOT EXCUSE THE UNDERSIGNED FROM HIS OBLIGATION TO FOR WATER USED WHEN THE BILL IS SUBMITTED. 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.
5. 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.
6. IF AFTER WATER SERVICE IS MADE AVAILABLE AND THE SAME IS DISCONTINUED OR DISCONNECTED FOR ANY PURPOSE, PURSUANT TO THE BY-LAWS AND RULES AND REGULATIONS OF THE DISTRICT.

7. THE UNDERSIGNED AGREES THAT HE WILL MAKE NO PHYSICAL CONNECTION BETWEEN ANY PRIVATE WATER SYSTEM AND THE 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.
8. THE MEMBER SHALL INSTALL, AT HIS OWN EXPENSE, A SERVICE LINE FROM THE WATER METER TO THE POINT OF USE.
9. THE MEMBER SHALL HOLD THE DISTRICT HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGE TO REALTY OR PERSONAL PROPERTY OCCURRING FROM THE POINT MEMBER TIES ON THE DISTRICT METER TO THE FINAL DESTINATION OF THE LINE INSTALLED BY THE MEMBER. THE MEMBER AGREES TO GRANT TO THE 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 DISTRICT, ON SUCH FORM AS IS REQUIRED BY THE DISTRICT.
10. THE DISTRICT SHALL HAVE THE RIGHT TO LOCATE A WATER SERVICE METER AND THE PIPE NECESSARY TO CONNECT THE METER ON THE PROPERTY OF THE MEMBER AT A POINT TO BE CHOSEN BY THE DISTRICT, AND SHALL HAVE ACCESS TO ITS PROPERTY AND EQUIPMENT LOCATED UPON THE MEMBER'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 MEMBER'S PREMISES.
11. AS PART OF THE DISTRICT'S PERMIT TO OPERATE A WATER SYSTEM, IT IS REQUIRED TO OBSERVE THE PROVISIONS OF THE PERMIT ISSUED BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH. THE PROVISIONS AFFECTING AN APPLICANT FOR WATER SERVICE IS THAT THE WATER DISTRICT CANNOT PROVIDE SERVICE TO A RESIDENCE WHOSE WASTEWATER (SEPTIC SYSTEM) DOES NOT MEET STATE REQUIREMENTS. THE APPLICANT AGREES TO PROVIDE THE WATER DISTRICT WITH PROOF THAT HIS RESIDENCE'S SEPTIC SYSTEM HAS BEEN INSPECTED AND APPROVED BY A COUNTY SANITARIAN EMPLOYED BY THE STATE. IF SUCH PROOF IS FURNISHED THE DISTRICT WILL ISSUE A "BENEFIT UNIT CERTIFICATE" TO THE APPLICANT AND SERVICE WILL BE PROVIDED. IF SUCH PROOF IS NOT FURNISHED THE DISTRICT IS OBLIGATED, BY THE TERMS OF ITS OPERATING PERMIT TO REFUSE SERVICE TO THE PREMISES OF THE APPLICANT WITH REFUND OF THE APPLICANT'S PAYMENT FOR MEMBERSHIP CERTIFICATE, LESS COST INCURRED BY THE DISTRICT.
12. 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.

 PRINT NAME

 SIGNATURE

 ADDRESS

 PHONE

 PRINT NAME

 SIGNATURE

 ADDRESS

 PHONE