

RURAL WATER DISTRICT NO. 5 ROGERS COUNTY, OKLAHOMA

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT

The undersigned, being the owner or occupier of land located within the above Rural Water District, hereby makes application to said District for water service, and if water service is made available by said District agrees to the following conditions:

Purchase or cause to be purchased one benefit unit for each, 5/8, Rate Code 2, water service at the unit price of two thousand dollars (\$2,000.00).

Pay a minimum monthly meter charge for water for each water service from the 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 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.

When the Rules and Regulations of the District provide that water users will read their own water meters and remit payments without notice, water users will read their own meter on the first day of each month, or the earliest day thereafter, and remit the payment of the month's water bill not later than the 5th day of the month following the month for which the bill is due as set out in the water rate table. Payments not received by the 16th of the month shall be subject to a 6% late charge. 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 the service.

When the Rules and Regulations of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District on or before the 5th day of the month following the month in which the water is used, and the undersigned agrees to pay said bill on or before the 16th day of the month in which the bill is rendered, or be subject to a late charge of 6%. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the 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 the service.

If after water service is made available, the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the District, reconnection will be upon the conditions set out in the Bylaws and the Rules and Regulations of the District.

The water service supplied by the District shall be for the sole use of the undersigned, the undersigned agrees that he will not extend 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 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.

The undersigned agrees that he will not park or place any obstruction such as fences, plantings, walls, vehicles, or any other object within eight feet (8') of any District maintained Flush Hydrant. When such obstruction is encountered the District Manager shall order it removed, within a reasonable amount of time. Should time expire without obstruction being removed then District shall terminate service to property until removal is accomplished. Should obstruction be a vehicle, said vehicle shall be towed at owner's expense if time expires. Benefit Unit holders shall be required to continue paying monthly minimum billing as required by District Bylaws to prevent forfeiture of Benefit Unit for non-payment.

The laws of the State of Oklahoma, 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 made a part of this agreement as though fully set out herein.

The tract or tracts to which each benefit unit is to be assigned are specifically described as follows:

_____ \ _____ \ _____ \ _____ \ _____ \ _____
Lot # Block # Sub-Division or Legal Description Section Township Range

_____/_____
Benefit Unit # Date Name Address

Photo ID & Signature: checked by _____ PIN # _____

"This institution is an equal opportunity provider and employer"