

Pawnee County Rural Water District #2

PO Box 103

Tertton, OK 74081

(918) 757-4125

(918) 757-2205 fax

Water Service Agreement

The undersigned hereby makes application to Pawnee County Rural Water District #2, for water service at and upon the premises described here-in below, and agrees to the following conditions.

1. Purchase or caused to be purchased, one Benefit Unit/Membership for each water service at the unit price of \$2,000.00, which includes setting the meter. This consideration paid for this Benefit Unit is a Membership Fee and is non-refundable.

Pay a \$100.00 Deposit refundable when you are no longer a member of the Water District. The Water District reserves the right to increase the deposit on delinquent accounts. If a meter is locked for delinquency the Deposit will be increased \$50.00 each time service is disconnected. The delinquent account will be paid in full, plus the deposit and the service charge to unlock meter, before service will be re-connected.

This Benefit Unit Membership entitles the owner thereof not to exceed one water line from the District's water system and such line shall serve only one residence or business establishment, together with the necessary and usual outbuildings.

2. Applicant agrees to assume and be bound by all of the obligations imposed upon the holder of such Benefit Unit by the laws and the rules and regulations of Rural Water District #2.

3. Any water line extension or road crossing required to obtain service will be the expense of the applicant and must be installed by the Water District. All charges for this construction must be paid in advance.

4. The Benefit Unit Membership follows the title of the land unless the owner of the land designates otherwise. All charges levied against the account must be paid before the Benefit Unit can be transferred to the new owner and the necessary transfer forms completed by the seller and buyer. This Benefit Unit Membership cannot be transferred to another location without the approval of the Board of Directors of said Rural Water District.

5. Pay a minimum monthly meter charge to be established by the Board of Directors, beginning 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. Failure to pay the minimum monthly meter charge or failure to pay for water used through a meter, shall constitute a forfeiture of the Benefit Unit on behalf of which such failure occur. Any charges adopted for the minimum monthly charge and the rate schedule by the Board of Directors shall become a part of this agreement as though fully set out herein.

6. Applicant is to contact the County Health Department for soil percolation test before installing a sewage system. Applicant further agrees that water will not be plumbed to any dwelling for household use until final inspection has been made approving the sewage system prior to system being covered. Anytime there is evidence of sewage being discharged causing a health hazard the meter will be pulled or locked without notice until problem is solved.

7. Applicant agrees to **CLEARLY MARK** desired location for the water meter setting on his property. If this location is not feasible, the meter will be installed at the closest point to the desired location as possible. The District shall have access to it's property and equipment located upon the Member's premises at all reasonable times for any purpose connected with or in the furtherance of it's business operations, and on discontinuance or service shall have the right to remove any of it's property from the Member's premises.

8. All water shall be metered by meters to be furnished and installed by the District.

9. 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.

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

11. The Member shall hold the District harmless from any and all claims or demands for damage to real 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 or right-of-way for the purpose of installing, maintaining, and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the District, on such form as is required by the District.

REPRESENTATIVES OF THE DISTRICT OR THE STATE AND LOCAL HEALTH DEPARTMENT SHALL HAVE THE RIGHT AT ALL REASONABLE HOURS TO ENTER UPON CONSUMER'S PREMISES FOR THE PURPOSE OF INSPECTION AND ENFORMENT OF THE PROVISIONS.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

THIS BENEFIT UNIT MEMBERSHIP SHALL ENTITLE THE OWNER THEREOF TO ONE SERVICE CONNECTION FOR THE FOLLOWING PROPERTY LOCATED IN PAWNEE COUNTY, OKLAHOMA. LEGAL DESCRIPTION OF PROPERTY BEING: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print) Property Owner's Signature

\_\_\_\_\_  
Property Owner's Signature

Account # \_\_\_\_\_  
Set Meter \_\_\_\_\_  
Benefit Unit \_\_\_\_\_  
Deposit \_\_\_\_\_  
Road Crossing \_\_\_\_\_  
Service Charge \_\_\_\_\_  
FIRE DUES \_\_\_\_\_  
Total \_\_\_\_\_  
Ck# \_\_\_\_\_ Cash/MO Rcpt # \_\_\_\_\_