

RURAL WATER DISTRICT NO. 2,
OKFUSKEE COUNTY

WATER SERVICE AGREEMENT

This agreement made this _____ day of _____, 20____, is entered in to by *Rural Water District No. 2, Okfuskee County*, a nonprofit corporation organized in accordance with the laws of the State of Oklahoma, hereinafter called the District, and _____
herein after called member(s).

The undersigned hereby make(s) application for membership in the District, requests water service upon the lands described herein and in consideration of membership in the District and benefits thereof understands and agrees to the following conditions:

To purchase one benefit unit at a unit price of Seventy-five Dollars (\$75.00). That the service address applicable to this agreement is as follows:

That Member will pay a deposit of One Hundred, Fifty Dollars (\$150.00) which is refundable upon termination of the membership, provided there are no outstanding charges on the account;

That Member hereby grants to the District, its successors and assigns, a perpetual easement in, over, under and upon the lands described herein, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, meter, valves and other appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands;

That no other present or future source of water will be connected to any water lines served by the District's facilities and member will disconnect from his or her present water supply prior to connecting to and switching to the District's system and shall eliminate and prevent any present or future cross-connections in his or her system;

That the Member shall install, connect and maintain his or her service lines, at Member's expense, to the District's system as prescribed by the District and in such manner to protect and prevent damage to Member's household appliances, fixtures, equipment and other such facilities arising out of or caused by the District's operations. That the Member will connect into the District's system and utilize the services of the District at his or her sole and absolute risk and expense and the District shall bear no responsibility for loss or damage to property, bodily injury or any other loss or damage of whatsoever nature or kind as a result of Member connecting into and utilizing the District's facilities, services or products. That the District shall have final authority in any question of meter location or service line connection to its distribution system;

That all present and future lines, valves, meters, meter setters, meter cans, road bores and other appurtenances extending from the District's distribution system up to and including the water meter and service connection are presently and shall remain the exclusive property of the

District. That Member claims no right, title or interest in or to such facilities and hereby waives, relinquishes and transfers to the District any an all right, title, claim or interest of whatsoever nature or kind, in and to such facilities;

That Member will exercise diligence and caution in the use of property upon which any of the District's facilities are located and installed so as not to damage or destroy said facilities. That the Member shall be liable and responsible for any loss, damages or destruction of such facilities other than weather related, normal wear or actions directly attributable to the District's operations;

That Member agrees to reimburse the District an amount equivalent to the normal and reasonable cost to the District to repair or replace any lost, broken, damaged or destroyed facilities for which Member is responsible as specified herein;

That failure to reimburse the District the total cost to repair or replace such facilities within twenty calendar days after the cost of such loss to the District has been furnished the Member will be cause for termination of service;

That after water service is made available on the premises described herein, the Member shall commence to use and pay for such service at prescribed rates on the date water service is made available to the Member by the District. That the Member will be billed on or about the first day of the month, and the first day of each month thereafter, and furnish payment for water service at the prescribed rate, either by mail or in person, to the principal office of the District by the following tenth day of each month;

That failure to pay the prescribed minimum monthly meter charge and for water used at rates prescribed by The Board of Directors and as set out herein, beginning on the date service is made available upon the lands described herein, shall constitute forfeiture of the Benefit Unit and be cause for termination of service;

That any charges adopted by The Board of Directors for meter readings, meter reconnection, meter installation, minimum monthly meter charge or water rate schedule or other such deposits, charges or fees shall all become a part of this agreement as though fully set out herein;

That nonpayment of the total amount owed the District within 20 days from due date will be cause for termination of water service without prior notice;

That the District shall have the right, and be provided the means, to enter the premises of the Member at all reasonable hours for repair, maintenance, inspection, samples, cross connections and any other lawful purposes, including illegal or unauthorized use of water. Failure to permit such entry and/or inspection shall be cause for termination of service;

That Member agrees to comply with and be bound by the Articles, By-laws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed and are made a part of this agreement as though fully set out herein;

That the District shall determine the allocation of water to Members in the event of a water shortage. That in the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event

there is a shortage of water, the District may prorate the water available among the various 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 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 of the Members, the District will first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and will satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden purposes;

That in the event the Member shall breach this contract by refusing or failing to connect his service line to the District's distribution system as set forth herein and to utilize and pay for as prescribed herein the services of the District for a time of at least six (6) months the Member agrees to pay the District a lump sum of One Hundred, twenty-five dollars (\$125.00) 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 cause serious and substantial damages to the District, and it would be difficult, if not impossible, to prove the amount of such damages. That 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;

That in the event it is necessary for the District to enforce any of the provisions of this agreement, the Member shall be responsible for all costs and fees incurred by the District, including but not limited to Attorney fees, Court costs and other necessary and reasonable expenses;

That no other commitments, agreements, obligations or promises, either written, verbal or otherwise have been made or exist at this time between the parties hereto other than the provisions contained herein;

That this agreement shall be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS HEREOF, the parties hereto have accepted and agreed to the forgoing.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 20____.



MEMBER MEMBER

PERSONALLY APPEARED, _____,
WHO EXECUTED THE SAME AS MEMBER(S) OF RURAL WATER DISTRICT NO. 2,
FOR THE USES AND PURPOSES THEREIN. SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____ NOTARY PUBLIC

CHAIRMAN OF THE BOARD
RURAL WATER DISTRICT NO. 2
OKFUSKEE COUNTY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF
_____, 20____.

NOTARY PUBLIC