

SERVICE AGREEMENT

B.U.# \_\_\_\_\_

THIS AGREEMENT, BETWEEN RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 8, MCINTOSH COUNTY, OKLAHOMA, A RURAL WATER DISTRICT, HEREINAFTER CALLED ASSOCIATION, AND

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A MEMBER OF THE ASSOCIATION HEREINAFTER CALLED THE MEMBER.

WITNESSETH

WHEREAS, THE MEMBER DESIRED TO PURCHASE WATER FROM THE ASSOCIATION, AND TO ENTER INTO A USERS AGREEMENT AS REQUIRED BY THE BYLAWS OF THE ASSOCIATION.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY UNDERSTOOD AND AGREED:

THE ASSOCIATION SHALL FURNISH, SUBJECT TO THE LIMITATIONS SET OUT IN RULES AND REGULATIONS AND BYLAWS AND THOSE HEREINAFTER PROVIDED FOR, SUCH QUALITY OF WATER SERVICE AS THE MEMBER MAY DESIRE IN CONNECTION WITH HIS OCCUPANCY OF THE FOLLOWING DESCRIBED PROPERTY:

THE MEMBER AGREES TO PURCHASE ONE MEMBERSHIP CERTIFICATE IN THE ASSOCIATION AT THE CURRENT MEMBERSHIP COST OF \$ \_\_\_\_\_ /OR TRANSFER MEMBERSHIP CERTIFICATE AT A COST OF \$ \_\_\_\_\_.

THE MEMBER HEREBY GRANTS THE ASSOCIATION, ITS SUCCESSORS OR 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 AND INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER PIPELINES AND APPURTENANT FACILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LAND FOR THE PURPOSE MENTIONED ABOVE. IN THE EVENT THE METER OR SERVICE LINE IS OBSTRUCTED IN THE ABOVE LISTED EASEMENT, THE DISTRICT MAY REMOVE THE OBSTRUCTION IF THE SITUATION WARRANTS (i.e....concrete, storage shed, etc). THE DISTRICT WILL NOT BE RESPONSIBLE FOR REPLACING THE OBSTRUCTION AND MAY REQUEST THE OBSTRUCTION BE REMOVED PERMENANTLY.

THE MEMBER SHALL INSTALL AND MAINTAIN, AT HIS OWN EXPENSE, A SERVICE LINE WHICH SHALL BEGIN AT THE METER AND EXTEND TO THE DWELLING OR PLACE OF USE. THE MEMBER AGREES TO PAY FOR WATER SERVICE AT SUCH RATES, TIME AND PLACE AS SHALL BE DETERMINED BY THE ASSOCIATION, AND AGREES TO PENALTIES FOR NONCOMPLIANCE WITH THE ABOVE AS SET OUT IN THE CURRENT RULES AND REGULATIONS.

THE ASSOCIATION SHALL HAVE FINAL JURISDICTION IN ANY QUESTION OF LOCATION OF ANY SERVICE LINE CONNECTION TO ITS DISTRIBUTION SYSTEM; SHALL DETERMINE THE ALLOCATION OF WATER TO MEMBERS IN THE EVENT OF A WATER SHORTAGE; MAY SHUT OFF WATER TO A MEMBER WHO ALLOWS A CONNECTION OR EXTENSION TO BE MADE TO HIS SERVICE LINE FOR THE PURPOSE OF SUPPLYING WATER SERVICE TO ANOTHER USER. 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 ASSOCIATION 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 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 ASSOCIATION MUST FIRST SATISFY ALL OF THE NEEDS OF ALL MEMBERS FOR DOMESTIC PURPOSES BEFORE SUPPLYING ANY WATER FOR LIVESTOCK PURPOSES AND MUST SATISFY ALL THE NEEDS OF ALL MEMBERS FOR BOTH DOMESTIC AND LIVESTOCK PURPOSES BEFORE SUPPLYING ANY WATER FOR GARDEN PURPOSES.

THE MEMBER AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA STATE BOARD OF HEALTH THAT NO OTHER PRESENT OR FUTURE SOURCE OF WATER WILL BE CONNECTED TO ANY WATER LINE SERVED BY THE ASSOCIATION'S WATER LINES AND WILL DISCONNECT FROM HIS PRESENT WATER SUPPLY PRIOR TO CONNECTING TO AND SWITCHING TO THE ASSOCIATION'S SYSTEM.

THE MEMBER SHALL CONNECT HIS SERVICE LINES TO THE ASSOCIATION'S DISTRIBUTION SYSTEM AND SHALL COMMENCE TO USE WATER FROM THE SYSTEM ON THE DATE THE WATER IS MADE AVAILABLE TO THE MEMBER BY THE

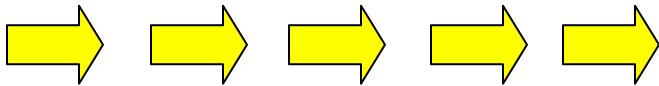
ASSOCIATION. WATER CHARGES TO THE MEMBER SHALL COMMENCE ON THE DATE THAT THE SERVICE IS MADE AVAILABLE.

THE FAILURE OF A CUSTOMER TO PAY WATER CHARGES DULY IMPOSED SHALL RESULT IN THE AUTOMATIC IMPOSITION OF THE FOLLOWING PENALTIES:

1. PAYMENT IS DUE UPON RECEIPT OR BY THE 5<sup>TH</sup> OF EACH MONTH.
2. NONPAYMENT BY THE 15<sup>TH</sup> OF EACH MONTH WILL BE SUBJECT TO A PENALTY OF 10% OF THE DELINQUENT ACCOUNT.
3. NONPAYMENT WITHIN 35 DAYS FROM THE DUE DATE WILL RESULT IN THE WATER BEING SHUT OFF FROM THE CUSTOMER'S PROPERTY.
4. IN THE EVENT IT BECOMES NECESSARY FOR THE ASSOCIATION TO SHUT OFF THE WATER FROM A CUSTOMER'S PROPERTY, A FEE OF \$37.50 WILL BE CHARGED FOR THE FIRST DISCONNECTION AND A FEE OF \$37.50 FOR THE FIRST RECONNECTION. THE SECOND TIME, DISCONNECTION FEE--\$50.00 AND RECONNECTION FEE--\$50.00. THE THIRD TIME AND ANY REMAINING TIMES, DISCONNECTION FEE--\$50.00 AND RECONNECTION FEE--\$50.00. A DEPOSIT WILL BE REQUIRED AT THIS TIME. A CHARGE OF \$5.00 WILL BE ADDED TO THE ACCOUNT EACH TIME WATER PERSONNEL CALLS CUSTOMER IN AN ATTEMPT TO MAKE PAYMENT ARRANGEMENTS ON A DELINQUENT ACCOUNT. A CHARGE OF ONE HALF THE RECONNECTION FEE WILL BE ADDED EACH TIME IT IS NECESSARY FOR WATER PERSONNEL TO MAKE A VISIT TO THE PROPERTY IN ATTEMPT TO COLLECT MONIES DUE. ALL MONIES MUST BE PAID IN THE WATER OFFICE.
5. TERMINATION OF MEMBERSHIP IN ACCORDANCE WITH THE BYLAWS.

I FURTHER ACKNOWLEDGE BY MY SIGNATURE THAT I HAVE BEEN A GIVEN A COPY OF THE BY-LAWS OF THE WATER DISTRICT.

ON WITNESS WHEREOF, WE HAVE HEREUNTO EXECUTED THIS AGREEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, IN DUPLICATE OF ORIGINAL.



MEMBER

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE ABOVE SIGNATURE AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ (He/She) EXECUTED THE SAME AS \_\_\_\_\_ (His/Her) FREE AND VOLUNTARY ACT AND DEED FOR THE USED AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC SIGNATURE

**OFFICE USE ONLY**

ON THIS DAY, \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_\_, PERSONALLY APPEARED THE CHAIRMAN OF THE BOARD OF DIRECTORS OF RWD#8, AND EXECUTED THE SIGNATURE BELOW.

SECRETARY / NOTARY PUBLIC

MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_ CHAIRMAN, BOARD OF DIRECTORS