

RURAL WATER DISTRICT NO. 4 LINCOLN COUNTY, OKLAHOMA

P. O. BOX 178 AGRA OK 74824

PHONE (918) 375-2625 FAX (918) 375-2226

APPLICATION FOR WATER SERVICE

Name: _____ Date: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Location of Property: _____

Specify use of meter: Residence _____ Pasture _____ Business _____ Commercial _____

Other _____

If residence, specify how many in household: Adults (18 & Up) _____ Children _____

Estimated Gallons of Water to be used daily _____, meter size determined by usage.

Please indicate CDIB information. It will help in receiving grants for system improvements.

CDIB Indian Card? Yes: _____ No: _____ If Yes, CDIB # _____

\$100.00 (non-refundable) Hydraulic Analysis Fee, to determine eligibility for water service.

_____ (check or money order #)

(Attach copy of check or money order to application for Board Approval process)

The undersigned hereby applies to Lincoln County Water District #4 for membership and for water service, and hereby agrees. That upon approval hereof, I/we will comply with and be bound by all Rules and Regulations of Lincoln County Rural Water District #4 and agree to pay all fee, assessments, and other lawful amounts chargeable to the member. **Please contact our office during business hours for any questions.**

Members Signature

Date

-----**FOR OFFICE USE ONLY**-----

Line Size: _____ Location: _____

911 Address: _____

Approve _____ Not Approve _____ Date _____

BOARD SIGNATURES:

_____	_____	_____
_____	_____	_____

Rural Water District No. 4 Lincoln County, Oklahoma

NO: _____

This agreement entered into between the Rural Water District NO. 4, Lincoln County, Oklahoma hereinafter called the "Association," and _____ Member of the Association, hereinafter called "Member."

W I T N E S E T H

Whereas, the Member desires to purchase water and/or waste disposal service from the Association and to enter into a water and/or waste disposal 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 by the parties hereto as follows:

1. The Association shall furnish subject to the limitations set out in its bylaws and rules and regulations now in force or as hereafter amended such quantity of water and/or waste disposal as Member may desire in connection, with Member's occupancy of the following described property
2. The Member agrees to grant to the Association, its successors and 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, inspect, repair, maintain, replace, and remove water pipelines and 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.
3. The Member shall install and maintain at his own expense a service line, which shall begin at the meter or main and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water and/or waste disposal service at that point.
4. The Member agrees to comply with and be bound by the articles, bylaw, rules, and regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. The member also agrees to pay for water and/or waste disposal service at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are set out in the Association's bylaws and rules and regulations, or which may be hereafter adopted and imposed by the Association.
5. The Association shall purchase and install a cutoff valve and a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.
6. The Association shall have final authority in any question of location of any service line connection to its water distribution and/or waste collection system; shall determine the allocation of water to Members in the event of a water shortages and may shut off water to Member who allows a connection or extension to be made to his service line for the purpose of supplying water

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 for garden purpose 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 and marijuana cultivation.

7. The Member agrees that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

8. The Member shall connect his service lines to the Association's water distribution and/or waste disposal system in a timely manner and shall commence to use the system on the date his connection is made. Water and/or waste disposal charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

9. In the event the Member shall breach this contract or fail without just cause, to connect his service line to the Association's distribution system and pay the minimum charge as set forth above, the Member agrees to pay to the Association a lump sum of Three Thousand Dollars (\$3,000.00) 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 set forth above would cause serious and substantial damages to the Association, and it would be difficult, if not impossible, to prove the amount of such damages. 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.

10. The failure of a customer to pay water and/or waste disposal charges duly imposed shall result in the automatic imposition of the following penalties:

A. Nonpayment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.

B. Non-payment of either the water, or waste disposal service charges within thirty, (30) days from the due date will result in the water being shut off from the customer's property.

C. In the event, it becomes necessary for the Association to shut off the water from a Member's property, a fee of \$100.00 will be charged for a reconnection of the service.

IN WITNESS WHEREOF, We executed this agreement this ____ DAY OF _____
20____.

Rural Water, Sewer & Solid Waste
Management District Number Four
Lincoln / Payne County, Oklahoma

(CORP. SEAL)

By: _____
Chairman

By: _____
Water User

Attested:

Secretary

(NOTARY SEAL)

State Of Oklahoma
County Of Lincoln

On this _____ day of _____ the undersigned a Notary Public in and for

Said county and state, personally appeared _____, property
owner,

To me know to be identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same as a free
and voluntary act and deed for the uses and purposed therein set forth.

In witness whereof, I have set my hand and official seal, the day and year last above Written.

Notary Public

My commission expires: _____

**RURAL WATER DISTRICT #4 LINCOLN COUNTY IS AN EQUAL
OPPORTUNITY PROVIDER AN EMPLOYER**

