

JOHNSTON COUNTY RURAL WATER DISTRICT #3

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APPLICATION FOR WATER SERVICE & WATER USER'S AGREEMENT

**RURAL WATER, SEWER & SOLID WASTE MANAGEMENT DISTRICT NUMBER THREE,
JOHNSTON COUNTY, OKLAHOMA**

METER _____ ACCOUNT _____

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 agrees to the following conditions.

1. Purchase or cause to be purchased one benefit unit for such service at the unit price of \$_____.

2. Pay a minimum monthly meter charge to be established by the Board of Directors, for 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 charges and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.

- 3a. 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 water meter on the first day of each month, or the earliest date 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 forth in the water rate schedule. Bills not paid by the 16th of the month shall be subject to a 5% 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.

- 3b. When the Rules and Regulations of the District provide that the District will read the water meters, submit bills for water used; these bills shall be rendered by the District on or before the 5th day of the month following the month in which the water service is used, and the undersigned agrees to pay said service bill on or before the 16th day of the month in which the bill is rendered, or be subject to a late charge of 5%. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water and sewer service used. 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.

4. The services supplied by the District shall be for the sole use of the undersigned. The undersigned agrees that he will not extend or permit 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 or allow any other user to connect to the line. Each meter service shall supply water to only one residence or business establishment located on land within the District.

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

6. 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 same purpose of making inspection to enforce this provision. Violation of the provision shall be grounds for disconnection of service.

7. A water cut off valve of good quality to be installed on the customer's service line between the District's water service (meter) and the residence or business. The cost of the valve is the responsibility of the customer.

8. A back flow preventer (check valve) is required on the customer's service line at the residence of all manufactured homes. This is in addition to the service line cut off valve. The cost of the valve is the responsibility of the customer.

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 tract or tracts to which each Benefit Unit and water meter is to be assigned are specifically described as follows:

11. Each applicant for water service must give a perpetual easement for the lines crossing his land. Water lines are normally located five (5) feet inside the fence lines.

12. The District shall have the right to locate a water meter and the service pipe to the meter on the property of the District Member at a point to be chosen by the District, and shall have access to its property and equipment located upon the District Member's premises at all reasonable times for any purpose connected with or in furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the District Member's premises. For such purpose the District Members grant the District an easement upon the following described premises:

911 Address if different from mailing address: _____

Printed Name: _____

Signature: _____

Mailing address: _____

Phone: _____

Date: _____

Johnston County Rural Water District No. 3

E-mail: _____

Approved by: _____

Title: _____