

*****This is only for review. You do not need to fill this out!*****

Account # _____ Benefit Unit # _____ Name _____

Meter # _____ Mailing Address _____

Date Set _____ WO# _____

Septic/Sewer _____

Locates Called _____ Home# _____ Work# _____

Directions to set meter LOT _____ BLOCK _____

Easement _____ Book _____ Page _____

READ CAREFULLY THE CONDITIONS OF THIS CONTRACT

APPLICATION FOR BENEFIT UNIT AND CONTRACT FOR WATER

Broken Arrow, Oklahoma _____, 20 _____

I (or we) do hereby make application to RURAL WATER DISTRICT NO. 4, WAGONER COUNTY, OKLAHOMA, for one benefit unit for the purpose of furnishing a supply of water from a meter and service box owned by the District for my:

(dwelling, business) located at _____ *****This is only for review. You do not need to fill this out!*****

and herewith deposit the sum of TRANSFER FROM _____ (\$ _____)

dollars as a subscription for said unit which shall be a donation to the district and will in no event and under no circumstances be refunded to the undersigned as per Article 6, § 3 of the by-laws of the District; AND FOR FURTHER CONSIDERATION FOR THE AGREEMENT TO FURNISH WATER BY THE DISTRICT AGREES:

FIRST: To pay for water furnished at the meter rate charged other consumers for like uses, to be set by RURAL WATER DISTRICT NO. 4, WAGONER COUNTY, OKLAHOMA, as shown by the meter, and to settle all bills therefor monthly by mailing payment for the same to said District No. 4, within the first ten (10) days of the due date thereof as fixed by the regulations of said District No. 4 without notice from District No. 4 except in case of discontinuance, when all bills shall become due and payable forthwith. In case of failure to make payment of such bills as herein provided, and provided a penalty of six percent (6%) shall be added thereto, after ninety (90) days from the date of delinquency the meter may be disconnected at the option of said District No. 4, and the benefit unit under which it was issued canceled.

SECOND: To have the premises so plumbed that a meter can be set in a convenient place for reading and inspection and to be protected from the weather if possible, it being understood and agreed that the meter set in accordance with the contract is to be and remain the property of District No. 4, and under their control at all times, and permission is hereby granted the employees or agents of said District No. 4 to go upon the premises covered by this contract at any time to read, examine or remove said meter.

THIRD: It is agreed that meter installation will not be made until after septic tanks are installed, all proper plumbing is in, and full approval by the State Health Department is obtained in writing, a copy of which must be served upon the District prior to installation. It is further agreed that if the meter herein is not installed within a period of thirty (30) days from the date of this contract without fault of District, the District may, at its' option, cancel same and return this contract and the benefit certificate under which it was issued, and refund the benefit unit donation to the owner, after which this contract shall be null and void with no further obligations between the parties.

FOURTH: It is agreed that this contract is not transferable or assignable to any person except by written approval of said District No. 4 and it is further agreed that the benefit unit and the meter issued under it must remain in the same location and only the owners of the property where it is located will have any interest therein.

FIFTH: It is agreed that the owner of the benefit unit herein will not permit any other person or persons to connect any outlet to the unit for use on a separate piece of property or a separate dwelling or business, either on his own property or other if the dwelling is being used by another family, it being understood that this unit is for the use set out herein only, for only one family and one dwelling or business whichever is so designated herein. I further agree that if I violate this paragraph, that at its option the District may disconnect the meter and cancel my benefit unit, or in lieu thereof, may penalize me by charging me full double rates for all water used during the time of the illegal connection.

SIXTH: That I will not attach or permit anyone else to attach during my occupancy of the premises, the plumbing to the line of any other water company while connected to the line of said District No. 4.

SEVENTH: That I agree to abide by all of the rules and regulations promulgated by and for District no. 4, as printed on the reverse side hereof, the same being incorporated herein by reference, and/or any other rules and regulations that may be promulgated hereafter.

I further agree to abide and be bound by the constitution and bylaws of said District No. 4, the laws of the state of Oklahoma as they apply to the district, and any conflict between this contract and the constitution and bylaws, and/or the laws of the State of Oklahoma, shall be null and void.

This application is made and it is understood that water will be furnished hereunder upon the terms, conditions, and agreements, rules and regulations herein set forth. The acceptance of this contract by said Water District No. 4 shall constitute a contract upon the terms as stated above and shall be binding on the District from date of connection and turning on of water.

EIGHTH: It is understood this agreement and the right to purchase water covers water service to only the dwelling or business listed above, and building accessory thereto, and water service to additional dwelling houses or businesses require separate water meters and water contracts and are not covered hereby.

NINTH: The undersigned hereby warrants that he is the record owner of the above described property and understands fully that this statement, if fraudulent, authorizes the District to cancel his benefit certificate at any time and to shut off and remove the meter without liability, or in lieu thereof, he agrees to accept any penalties imposed by the Board.

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(Signature) _____ Date _____

(Print Name) _____

(Signature) _____ Date _____

(Print Name) _____