

## WATER USERS AGREEMENT

### **EXAMPLE**

THIS AGREEMENT entered into between RURAL WATER DISTRICT NO. 5, Adair County, Oklahoma, a nonprofit corporation, hereinafter called the "Association", and **YOUR AND/OR SPOUSE'S NAME OR COMPANY**, member(s) of the Association, hereinafter called "Member".

WHEREAS, the Member desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property:

**\*\*\*FILL IN LEGAL DESCRIPTION\*\*\***

COUNTY: **Adair** SECTION: **00** TOWNSHIP: **00N** RANGE: **00E**

LEGAL DESCRIPTION:

**SW 1/4**

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.

The Members shall install and maintain at the member's expense, a service line which shall begin at the meter 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 delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, 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 as such rates, times, and place as shall be determined by the Association's Bylaws, Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a deposit in the amount of TWENTY-FIVE DOLLARS (\$25.00). In the event service to the Member is terminated, either voluntarily by the Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the deposit shall be refunded by the Association within a reasonable time thereafter.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff and water meters.

The Association shall have final authority 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; and may shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all 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 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 Association must first satisfy all the needs of all Members, for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any water lines served by the Association's water lines and will disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the Member's system.

Any existing individual sewage disposal systems shall be approved prior to completing the service connection to the public water system. All individual sewage disposal systems construed after the permitted water lines have been placed into service shall be construed in accordance with and approved by the Oklahoma Department of Environmental Quality, in accordance to Oklahoma Secretary of State, Title 252, Chapter 656, Subchapter 5, prior to completing the service connection to the public water system

The Member shall be responsible to furnish proof of approval of their sewage disposal system to the Association.

The User agrees to connect to the Association's water meter and commence to use water from the Association within thirty (30) days from the date the water is made available to the User by the Association. User agrees to the commencement of water use charges of at least the minimum bill from the date User connects to the Association's distribution system but not later than thirty (30) days from the date the Association makes water available to the User.

User agrees to pay a membership fee of NINE HUNDRED DOLLARS (\$900.00) receipt of which is hereby acknowledged by the Association by their designated agent's signature of this Agreement, The \$900.00 membership fee shall be non-refundable and shall be a show of the User's good faith and intent to connect to the Association's water system when made available and authorized to do so by the Association unless the Association fails to make available said water supply in which case the membership fee shall be refunded.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days from the due date will be subject to a penalty of ten-percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property
3. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the Association in its rate schedule will be charged for a reconnection of the service.

**\*\*\*FILL IN ALL BLANK LINES ON PROVIDED BLANK AGREEMENT \*\*\***

IN WITNESS WHEREOF, we have executed this agreement this DAY day of MONTH, 20    . **(OF SIGNATURES)**

MEMBER: YOUR SIGNATURE

MEMBER: SPOUSE'S SIGNATURE

ADDRESS: YOUR MAILING ADDRESS

CITY: " STATE: OK ZIP: "

HOME PHONE: " EMERGENCY PHONE: "

This property used as permanent residence Yes No

**\*\*\*\*\*DO NOT FILL OUT BELOW THIS LINE\*\*\*\*\***

RURAL WATER DISTRICT NO. 5, ADAIR COUNTY OKLAHOMA

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

CHAIRMAN \_\_\_\_\_ SECRETARY \_\_\_\_\_

Accepted and Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Membership New \_\_\_\_\_ Transfer \_\_\_\_\_ Other \_\_\_\_\_