

WATER USER AGREEMENT (MEMBER)

LOGAN COUNTY RURAL WATER DISTRICT #2

1701 N. Highway 74

Crescent, OK 73028

(405) 969-2646

BENEFIT UNIT CERTIFICATE NO. _____

Service Address of Benefit Unit: _____

County of Service Address: _____

Agreement Execution Date: _____

NEW MEMBER CONTACT INFORMATION

Name: _____

Phone Number: _____

Mailing Address: _____

METER SIZE REQUESTED

☐ 5/8"

☐ 1"

☐ 2"

REQUIRED PAPERWORK

Water User Agreement Y N

Copy of Deed Y N

A transfer form must accompany this form if membership is being transferred from a seller to a buyer.

MEMBERSHIP FEE (N/A if transferred)

5/8" Meter: \$2,000.00 Y N N/A

1" Meter: \$2,500.00 Y N N/A

2" Meter: \$4,000.00 Y N N/A

IMPACT FEE (N/A if transferred)

Non-Subdivision: \$400.00 Y N N/A

Subdivision: \$1,000.00 Y N N/A

TRANSFER FEE

All Sizes: \$100.00 Y N N/A

Total Owning: _____

Paperwork Received: Y N

Date: _____

Fees Received: Y N

Date: _____

The Consideration paid for this Benefit Unit is a donation to said Logan County Rural Water District #2 and shall in no event and under no circumstance be refunded to the Benefit Unit holder.

THE BELOW INSTRUCTIONS MUST BE COMPLETED BEFORE MEMBERSHIP IS FINALIZED.

Instructions:

- 1. Individual to call office to request membership**
- 2. System Manager to meet individual at service address (requirements, meter location)**
- 3. Individual to bring paperwork/fees to office**
- 5. Office to provide receipt of payment to individual**

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 District shall furnish a meter, meter can, meter loop and service lines at the property line and such quantity of water services as the member may desire subject to the limitations set forth in this Agreement, District's By-laws and its Rules & Regulations & Policy Manual now in force or as hereafter amended.
2. The Member agrees to grant to the District, 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 therefore use, operate, inspect, repair, maintain, update, 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 and egress.
3. The Member shall install and maintain, at his own expense, a service line which begins at the meter (point of delivery) and extends to the dwelling or place of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the Member, provided the District has determined, in advance, that the system is of sufficient capacity to permit delivery of water service at the point of delivery.
4. The Member agrees to comply with and be bound by the Articles, By-laws, and Rules & Regulations & Policy Manual of the District, now in force, or as hereafter duly supplemented, amended or changed.
5. The Member agrees to pay for water usage, as determined by the District, and agrees to the imposition of penalties for noncompliance.
6. The Member agrees to pay a non-refundable and non-reimbursable membership fee, as well as a non-refundable and non-reimbursable impact fee.

The membership fee and impact fee are not applicable in the event of transfer of membership. In the event of membership transfer, a non-refundable and non-reimbursable transfer fee is applicable.

7. The District shall purchase and install a cutoff valve and water meter in each service and shall have exclusive rights to use such cutoff valve and water meter.
8. The District shall have final authority in any question of location of any service line connection to its water distribution; 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 from 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 District may prorate the water available among the various Members on such basis as is deemed available by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet the needs of all of the Members, the District must first satisfy the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.
9. The Member agrees that no other present or future source of water will be connected to any waterlines served by the District's waterlines and will disconnect from his present water supply prior to connecting and switching to the District's system.
10. The Member shall connect his service lines to the District's water distribution system and shall commence to use the system on the date service is made available to the Member by the District. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.
11. In the event the Member shall breach this contract, the Member agrees to pay to the District a lump sum of \$330.00 (three hundred thirty dollars) as liquidated damages. It is expressly understood and agreed by the parties that:
 - a) the injury caused by breach would be difficult or impossible to accurately estimate;
 - b) the sum is not a penalty; and
 - c) the sum is a reasonable estimate of the probable loss
12. The failure of the Member to pay for water charges duly imposed shall result in the automatic imposition of the following penalties:
 - a) Nonpayment by the following day of the due date will be subject to a penalty of 10% (ten percent) of the delinquent account.
 - b) Nonpayment of the water charges within 7 (seven) days from the due date will result in the water being cut off.
 - c) If water service is cut off for nonpayment, a disconnect fee of \$100.00 (one hundred dollars), in addition to the total due on the water bill at the time of disconnection (amount due plus late fees), shall be paid by the Member

before water service is reconnected. It is understood that reconnection may take up to 3 (three) business days from the date of cut off.

- d) If payment is not received 1 (one) month from the date of cut off, forfeiture of the account will result. To restore water service to the property, a new membership will be required, with new membership and impact fees.

I acknowledge that the Deed, for the above described property, shows ownership in my/our name(s) and that this application is accurate to the best of my/our knowledge.

SIGNATURES:

Member 1: _____

Date: _____

Member 2: _____

Date: _____

IN WITNESS WHEREOF, the said Logan County Rural Water District #2, Logan County, Oklahoma, has caused this Benefit Unit to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

Chairman Signature: _____

Date: _____

Secretary Signature: _____

Date: _____

Director Signature: _____

Date: _____

Director Signature: _____

Date: _____

Corporate Seal: