

MCCURTAIN COUNTY RURAL WATER DISTRICT #6

417 S.H. 4, P.O. BOX 157, SMITHVILLE, OK 74957

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APPLICATION FOR WATER SERVICE AND WATER USER AGREEMENT

This agreement entered into between Rural Water District #6 of McCurtain County, dba Kiamichi Rural Water District 6, a non-profit corporation herein call the "District" and _____, member(s) of the Association, hereafter call "Member". The undersigned being the owner of land located within the above Rural Water District; hereby makes application to said District for **Commercial/Residential (circle one)** Water Service(s) and agrees to the following terms and conditions:

1. Purchase or cause to purchase a Benefit Unit for each water service at the unit price of \$_____ for residential and \$_____ for ____-inch Commercial. The paid Benefit Unit shall be considered donations to the District and shall in no event and under no circumstances be refunded to the subscriber. The donation grants to the Member the privilege to use the District's water service. Ownership of all waterworks, including meter and meter boxes, will be retained by the District. *(Section 1. does not apply to service transfers, only new services)*

2. The Member agrees to comply with and be bound by the articles, bylaws, and rules and regulations of the District now in force, or as hereafter duly and legally supplemented.

3. The Member agrees to pay a minimum monthly water charge as established by the Board of Director's for each 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. The District will read the water meters and service bill for water used shall be rendered by the District on or before the 5th day of the month following the month in which the meter was read, and the undersigned agrees to pay said service bill on or before the 16th day of the month in which bill is rendered or be subject to a late charge of 10% of the total amount due. The District, however, is not to be held responsible for non-delivery of a bill and failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 22nd day of the month which the bill is rendered shall result in discontinuation of the Member's water service. Once service is discontinued, Member must pay total charges due, including any late charges, plus a reconnection fee (currently \$100) before service will be reinstated. Failure to remit payment within ninety days after the meter disconnection date will result in the Member's forfeiture of his/her benefit unit. Afterward, the Member must furnish the price for another benefit unit (currently \$2,000) plus past due amount in order to re-establish water service. As stated above, any change made in the minimum monthly water charge will become a legally binding part of this agreement.

4. Landowners will agree to install and maintain at their expense the necessary service line, pressure regulator, and cut-off valves to cause the described property to be connected with the water system at the property line. The District will provide the first pressure regulator. Landowner is responsible for all water that goes through the meter. The District holds no liability for pressure regulator malfunction or failure, and Landowner(s) will hold harmless, defend and indemnify District for any claim made against District as a result of regulator malfunction or failure. In the event of pressure regulator malfunction or failure, removal and replacement is the responsibility of homeowner.

5. The undersigned agrees that he/she will make no physical connection between private or other water system and the water system of the District. To enforce this provision or for the purpose of making inspection, representatives of the District may at any time, during reasonable hours, come on the premises where the water is being used.
6. Meter boxes and their contents are the property of the District. Tampering with meter boxes could result in fines and loss of service. Cost of any and all repairs to meter box and contents will be charged to landowner. Tampering with meter, locks, or waterlines; water theft included, will be subject to fines in the amount(s) of: 1st Offense- \$2,500, 2nd Offense- \$5,000, 3rd Offense and each subsequent offense thereafter- \$10,000.
7. After water service is made available, if service is discontinued for any purpose, reconnection shall be pursuant to the conditions set out in the bylaws and the rules and regulations of the District as presently existing and as maybe amended from time to time and are made a part of the Agreement as though fully set out herein.
8. Service call charges for regular business hours will be \$50; Service call charges after regular business hours, on weekends and on holidays will be \$200.
9. The tract(s) to which each Benefit Unit is to be assigned are specifically described as follows: (number each tract top which each Benefit Unit is assigned) * Please provide us a copy of the Warranty Deed
10. The Member agrees to grant the right to 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 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.
11. This Water District must be provided a copy of the approved Soil Percolation Test as required by the Department of Environmental Quality before a meter is installed on this property.
12. The Laws of the State of Oklahoma, the By-Laws 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 part of the agreement as though fully set out herein. Member accepts the duty to remain informed of changes and amendments to the above-listed rules, which are available at the Main Office of the District, located at 417 S.H. 4, Smithville, Oklahoma. In the event it is necessary for the District to enforce its rights under this Agreement, the Member agrees that he/she will be responsible for all costs and fees incurred by the District, including but not limited, attorney, fees, court costs and all other reasonable and necessary expenses.
13. This agreement shall be interpreted under Oklahoma law. The sole venue and jurisdiction for any disputes shall be McCurtain County District Court, Idabel, Oklahoma.

BOARD USE ONLY

Benefit Unit # _____ Approved by _____ Date _____

Please print: _____ Date: _____

Name: _____

Mailing Address: _____
City State Zip

Physical Address of Property: _____
City State Zip

Telephone No: _____
You will be added to our water emergency notifications texts (water outages, repairs, other emergencies) Msg & data rates may apply.

Email address: _____

Closing Date: _____ (Only applies if this is a transfer of service.)

Does this property have a hot tub or swimming pool? **Yes / No**

Is this property for rental use? **Yes / No** (Please circle answer)

Cabin name: _____

If rental:

Property Management Co. _____

Name & phone number for emergency contact _____

Applicant's Signature: _____

New Benefit Units:

I, the undersigned, do fully understand that I must provide to the Water District a copy of the Warranty Deed for said property and a copy of the Final Septic Inspection Report signed off by the Department of Environmental Quality. I also understand that I must install and maintain at my own expense the necessary service line, pressure regulator (we provide, but do not install, your first regulator), and shut-off valves to cause the property described to be connected with the water system at the property line. New Benefit Units will not be installed unless a pressure regulator and shut-off are in place. We recommend a shut-off valve be installed just outside of the meter box; in case of emergencies, you can shut your water off at your shut-off valve, never at the meter. **The meter box & its contents are property of the district & should never be accessed by anyone other than authorized personnel. It is essential that everything inside the meter box remains just as we left it as well as the meter box lid being properly placed on the meter box. UNAUTHORIZED ACCESS OF THE METER BOX IS SUBJECT TO A FINE AND/OR TERMINATION OF SERVICE; ANY DAMAGES INCURRED WILL BE CHARGED TO PROPERTY OWNER.**

OWNER MUST INITIAL _____

BOARD USE ONLY

Benefit Unit # _____ Approved by _____ Date _____