

Rural Water District No. 1
PO Box 156 PHONE: (918) 682-7903
Oktaha, Oklahoma 74450

COMMERCIAL APPLICATION FOR WATER SERVICE AND WATER USER'S AGREEMENT

I UNDERSTAND THIS APPLICATION/AGREEMENT SIGNIFIES THIS METER IS FOR COMMERCIAL PURPOSES ONLY & BY SIGNING THIS APPLICATION I ACKNOWLEDGE IF THIS METER IS USED FOR ANYTHING OTHER THAN COMMERCIAL USAGE THE METER IS SUBJECT TO BE FORFIETED. I ALSO UNDERSTAND THAT A RATE STRUCTURE WILL BE IMPLAMENTED AND ONCE MY METER CONSUMES 10,000 GALLONS, THE OVERAGE CONSUMPTION WILL FALL UNDER A NEW RATE .

THIS METER IS INTENDED FOR A COMMERCIAL /BUSINESS USAGE

The undersigned being the OWNER or occupier of the land located within the above Rural Water District, hereby make application to said District for ONE water service, and if water service is made available by the said District, agrees to the following conditions:

- 1). Purchase or cause to be purchased one Benefit Unit for each water service at the unit price of \$_____.
- 2). **PAY MINIMUM MONTHLY METER CHARGE**, which is established by the Board of Directors, 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. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
- 3). **District will read meters** at the end of each month; bills will be mailed to the customer by the 5th of the following month. All bills are due by the 15th of each month. According to District By-Laws section 6- "Failure to pay the minimum monthly water charge or failure to pay for water used through a meter shall constitute a forfeiture of the Benefit Unit on behalf of which such failure occurs: Provided, that such Benefit Unit shall be reinstated if within 3 months after such failure, all back charges are paid in full, plus (12) percent interest and reasonable labor charges necessary to effect such reconnections: Provided further, that the Board may permit such reinstatement within (6) months after such failure upon payment of all back charges, plus (12) percent interest, and reasonable labor charges necessary to effect such.
- 4). The water service supplied by the district shall be for the **sole use of the undersigned**: the undersigned agrees that he/she will not extend or permit the extension of pipes/hoses for the purpose of transferring water from one property to another, nor will he/she share, resell, or sub-meter to any other customer. **Each meter service shall supply water to only ONE commercial or business establishment located on land within the district.**
- 5) **Tampering with a meter/benefit unit is a Federal Offense, it is considered Tampering with a Utility. If at any time this is discovered, the meter\benefit unit will be pulled & forfeited, and a Tampering Fee will be charged to the Utility Account. Customer/Member will be responsible for all charges that have accrued on the account. To re-establish water services Customer/Member will have to apply for a new water meter to which will fall at the Board's Discretion.**
- 6). The Benefit Unit follows the title of the land. All charges levied against the Benefit Unit must be paid before the Benefit Unit can be transferred to a new owner. This Unit **CANNOT** be transferred to another location. The Benefit Unit is a

MEMBERSHIP to RURAL WATER DISTRICT NO. 1, and in no event refundable to subscriber. It is further agreed that the undersigned shall diligently undertake to have his/her premises prepared for water services within 60 days, if such is not now installed, so that he/she shall be able to use the service. After that date, the subscriber shall commence payment for service or forfeit his/her option.

7). Applicant agrees to assume and be bound by all the obligations imposed upon the holder of such Benefit Unit by Laws , and the rules & regulations of RURAL WATER DISTRICT NO. 1 MUSKOGEE COUNTY, OKLAHOMA.

8). Applicant must provide the district with the following upon establishing water services: Copy of DEED showing ownership,, Sewer Spec (from DEQ, or if in Town of Oktaha-sewer notification from Sewer Operator/Town Council) stating a proper septic/sewage system is established, along). with Water Application, and Payment. All of these must be completed before installation can proceed.

9). The tract to which each Benefit Unit is to be assigned are specifically described as follows: (Number each tract at tracts to which each Benefit Unit is to be assigned). The laws of the State of Oklahoma, the By-Laws of the District, and the Rules & 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.

NAME OF APPLICANT/PROPERTY OWNER:

FIRST: _____ LAST _____

ADDRESS: (PHYSICAL): _____

CITY _____ STATE _____ ZIP _____

(MAILING IF DIFFERENT FROM PHYSICAL: _____

CITY _____, STATE _____ ZIP _____

TELEPHONE NUMBER: _____

EMAIL _____

SIGNATURE: _____

NOTICE: YOU ARE TO NOTIFY THE WATER OFFICE IF AND WHEN OR IF YOUR WATER METER CEASES TO OPERATE PROPERLY!

FAILURE TO COMPLY & RETURN THIS SIGNED APPLICATION/AGREEMENT TO THE WATER DEPARTMENT WITHIN 2 WEEKS, COULD RESULT IN MY WATER SERVICES BEING INTERRUPTED.

Tap # _____

Date: _____