

# Sequoyah County Rural Water District #4



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## WATER USER'S AGREEMENT

This agreement entered into between the Rural Water, Sewer, and Solid Waste Management District #4, Sequoyah County, Oklahoma, a nonprofit corporation, hereinafter called the “**District**”, and

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member(s) of the District hereinafter called “**Member**”.

### **WITNESSETH**

Whereas, the Member desires to purchase water from the District and to enter into a water user's agreement as required by the Bylaws of the District.

**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:

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

### **SEE ATTACHED WARRANTY DEED**

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 thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize joining lands belonging to the Member for the purpose of ingress to and egress from the above described lands.

The Member shall install and maintain at his own 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 District at the nearest place of desired use by the Member, provided the District has determined in advance that the system is sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws, Rules and Regulations, or which may be hereafter adopted and imposed by the District.

The Member agrees to pay a non-refundable Membership or Transfer Fee in the amount of \$\_\_\_\_\_.

In the event service to the Member is terminated either voluntarily by the Member or by the District for cause and the service is terminated prior to installation of the service and meter, the Membership Fee shall be refunded by the District within a reasonable time thereafter.

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

The District 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 its 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 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 equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden 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 the Members, the District must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must 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 water lines served by the District's water lines and will disconnect from his present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross-connections in his system.

The Member shall connect his service lines to the District's distribution system and shall commence to use water from the system on the date the water 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.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect his service line to the District's distribution system as set forth above, the Member agrees to pay the District a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth would cause serious and substantial damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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

1. Nonpayment by the due date as indicated on the monthly statement will be subject to a penalty of ten percent (10%) of the balance due.
2. Nonpayment within five (5) 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 District to shut off the water from a Member's property, a fee of the unpaid water bill plus costs of reinstalling a meter will be charged for reconnection of the service.
4. Unpaid accounts will be subject to revocation of the membership and removal of the water service. In the event of revocation and removal of the water service, an application for new membership and water service will be required.
5. Failure of the District to submit service bills or failure of any consumer to receive service bills shall not be a valid excuse for failure to pay the bills when due.

**IN WITNESS WHEREOF**, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

**RURAL WATER, SEWER, SOLID WASTE MANAGEMENT  
DISTRICT #4  
SEQUOYAH COUNTY, OKLAHOMA**

**BY:** \_\_\_\_\_

**CHAIRMAN**

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**MEMBER**

**SEAL**

**ATTEST**

\_\_\_\_\_  
**DISTRICT REPRESENTATIVE**