

SERVICE AGREEMENT

AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Rural Water District No. 9, Rogers County, Oklahoma, a water and/or sewer corporation, a corporation organized under the laws of the state of Oklahoma, hereinafter called the Corporation, and

\_\_\_\_\_, hereinafter called the member.

W I T N E S S E T H:

The undersigned, hereby makes application for membership in the said Corporation and agrees to the following conditions:

Purchase one membership certificate in the Corporation at a membership cost of \$1,000.00. An additional charge will be assessed if a road crossing is necessary or if special equipment is required to set meter. (example: jackhammer due to rocky conditions)

Pay a minimum monthly water charge to be established by the Board of Directors, beginning from the time service is made available by the Corporation, and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any charges adopted for the minimum monthly water charges and the rate schedule by the Board of Directors of the Corporation shall become a part of this agreement as though fully set out herein.

All water shall be metered by meters to be furnished and installed by the Corporation.

If after water or sewer service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and the Rules and Regulations of the Corporation, reconnection shall be upon the conditions set out in the Bylaws and the Rules and Regulations of the Corporation.

The laws of the State of Oklahoma, the Bylaws of the Corporation, and the Rules and Regulations of the Corporation, 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. A copy of the Rules and Regulations, and the Bylaws of the Corporation are attached to this agreement and should be retained by member for future reference.

The member shall install at his own expense a service line from the meter to the point of use.

The member shall hold the Corporation harmless from any and all claims or demands for damage to real or personal property occurring from the point the member ties on the Corporation meter to the final destination of the line installed by the member. The member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary for the Corporation, on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the property of the member at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon the member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the member's premises.

Please return this form with payment and perc test to: RWD No. 9 P.O. Box 2365 Claremore, OK 74018 (918) 341-3932

X \_\_\_\_\_ (MEMBER) \_\_\_\_\_ (ADDRESS) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP)

Property Address:

Legal Description:

ACCEPTED AND APPROVED: ( ) \_\_\_\_\_ (PHONE)

\_\_\_\_\_  
(CHAIRMAN)