

# MAJOR COUNTY RURAL WATER USERS' AGREEMENT

Amended: April 2022

This agreement entered into between the MAJOR COUNTY RURAL WATER, DISTRICT #1, Fairview, Oklahoma, a Rural Water District, hereafter called the "District," and \_\_\_\_\_ a MEMBER of the Association, hereafter called "Member. "

WITNESSETH:

WHEREAS, the Member desires to purchase water service from the District and to enter into a water users' 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 limitations set out in its bylaws, rules and regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with the Member's occupancy of the following described property:

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 adjoining 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 of 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 service at such current rates determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's bylaws and rules and regulations, or which may be hereafter adopted and imposed by the District.

The Member agrees to pay a **Non-Refundable Membership Fee** in the amount of **\$300**. If Member is to have new service installed by District a **Meter Installation Fee** of \_\_\_\_\_, a fee determined by the Board of Directors, will be applied in addition to the membership fee. Additional fees will be applied if new service requires road crossing or crossing other service lines, and if boring is required Member is responsible. This fee will be transferable if the property is to be sold or acquired by a new member. Members will be responsible for any costs associated with service upgrades if necessary. In the event service to the Member is terminated, either voluntarily by the Member, or by the District for cause, any unpaid balance then owed on the Member's account will be paid by Member.

The District shall provide and install a cutoff valve and a water meter at each service. The District shall have 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 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 to 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 of 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 any waterlines served by the District's waterlines and will disconnect from his present water supply prior to connecting to and switching to the District's system.

The Member shall connect his service lines to the District's water distribution 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.

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 and pay the minimum water charges as set forth above, the Member agrees to pay to the District a lump sum of One Thousand Three Hundred Dollars (\$1300.00) plus additional costs, 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 above would cause serious and substantial damages to the District and it would be difficult, if not impossible, to prove the amount of such 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 customer to pay water service charges duly imposed shall result in the automatic imposition of the following penalties:

\*Nonpayment after the due date will be subject to a penalty of 5% of the delinquent account.

\*Nonpayment of the water service charges within the time allotted by cut-off notice will result in the water being shut off from the customer's property.

\*In the event it becomes necessary for the District to shut off the water from a Member's property, a fee in an amount to be determined by the Board of Directors will be charged for a reconnection of the service.

\*Any Member that has more than one water meter or tap and is more than three months in arrears or default on payment of any tap, said bill shall be added to the bill of the remaining service or tap, and if payment is not made on that tap for a period of three billing months said service shall be discontinued.

IN WITNESS WHEREOF, we have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

MAJOR COUNTY RURAL WATER DISTRICT #1,  
Fairview, Oklahoma

Attested By:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

CONTACT INFORMATION

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone:

\_\_\_\_\_

\_\_\_\_\_

Renter or Owner: \_\_\_\_\_

Owner Information, if Rented:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_