

## **WATER USERS AGREEMENT**

This agreement entered into between Rural Water District #6, Hughes County, Oklahoma, a nonprofit water district, hereinafter called the "District" and \_\_\_\_\_, member(s) of the District, hereinafter called "Member".

Whereas, the Member desires to purchase water 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 any limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with 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 grants the district unrestricted access to meters and any and all appurtenances to the water system.

The Member agrees to comply with and be bound by the Bylaws, Rules and Regulations and Board policy 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 Policies, or which may be hereafter adopted and imposed by the District.

Member understands and agrees that each party's rights and responsibilities under the Water User's Agreement are determined by the point of connection. Member further understands and agrees that the "point of connection" shall be defined as the shoulder of the outflow side of the brass union on the meter setting. Any piping, fittings, component or material on the Member's side of said shoulder, including the threads, is the sole responsibility of the Member.

Member understands and agrees that the District is responsible for the quality of water up to the point of connection subject to all oversight, standards and regulations set forth by regulatory agencies. Member understands and agrees that the District shall not be held liable or responsible for the quality of water once it enters the piping and materials past the point of connection.

Member agrees to maintain the materials on their side of the point of connection to ensure that their water quality and pressure are in compliance with all terms of the Water User's Agreement, Federal and State statutes, and the standards set forth by regulatory agencies and the District. Member further agrees to notify the District at least twenty-four (24) hours before any work or repair that will include contact with the meter setting.

Member understands and agrees that water pressure may be provided at the point of connection higher than recommended for residential use. It is the sole responsibility of the Member to provide, install and maintain any pressure regulator or pressure reducing device necessary to protect their outlets and appliances.

The District and the member understand and agree that the District is responsible for leaks on the District's side of the point of connection. The Member further understands and agrees the Member is responsible for leaks on the Member's side of the point of connection.

The District and the Member agree that leaks will be repaired promptly upon discovery, and that each will bear the costs and obligations for leaks on their own side of the point of connection. Member understands and agrees that they will be billed for the cost of water leaked from their side of the point of connection and that they will take every action possible to avoid excess water loss.

The District shall have final authority in any questions of location of any service line connection to its distribution system, shall determine the allocation of water to Members in the event of a water shortage; **and the District may shut off water to a Member who allows a connection or extension to be made from the Member's service line for the purpose of supplying water to another user.** In the event that the total 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 as is deemed equitable by the Board of Directors and Board of Directors may also prescribe a schedule of hours covering use of water for garden and lawn purposes by particular Members and require adherence thereto or prohibit the use for garden and lawn 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 water shall be provided for the following purposes: First, for domestic purposes for Members; Second, for livestock purposes; and Third, for garden, lawn and other purposes.

The District will install and maintain a water meter and cutoff value for each service. The District shall have exclusive right to the use of the meter and cutoff value.

The failure of a Member to pay water charges shall result in the following penalties:

1. Nonpayment after the 10th of the month will be subject to a ten percent late charge.
2. Nonpayment after the 20th of the same month, will be subject to disconnection of water service at the Member's property.
3. In the event it becomes necessary for District to disconnect the water from a Member's Property, a fee set by the District in its rate schedule shall be charged for reconnection of service.

By signing below, the Member(s) agree that they have read this Agreement and will comply with all Bylaws, Rules and Regulations and Board Policy now set out or with may be hereafter adopted and imposed by the District. Further, by signing below, each Member states that they will adhere to the following:

1. Member is aware and understands that his inclusion as subscriber with the District is on a probationary basis. Members covenants and asserts that if the District can show that water pressure on the line at any time falls below 35 pounds, he will be required to install, at his own expense, a holding tank of sufficient size to meet his water needs during the day. Member understands that he would be required to fill this holding tank between the hours of 12:01 A.M. and 4:00 A.M. and at no other time.

2. No other present or future source of water will be connected to any waterlines served by the District. The Member agrees to disconnect from any other source of water supply prior to connecting to and switching to the District's system.

3. No other person or persons shall be allowed to connect to this service.

4. The amount paid for membership (Benefit Unit) in this District is non-refundable. This amount cannot be applied to any outstanding charges due at the time of disconnection. The Collection of any amount left due the District at the time of disconnection of the meter will be pursued by all lawful means available.

5. This Benefit Unit cannot be transferred unless all charges are paid in full against this service.

**IN WITNESS WHEREOF**, I/WE HAVE EXECUTED THIS AGREEMENT THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

RURAL WATER DISTRICT #6  
HUGHES COUNTY, OKLAHOMA

By: \_\_\_\_\_

Chairman

(seal)

ATTEST:

\_\_\_\_\_

Secretary