

TAP No. _____
APPLICATION FOR WATER SERVICE AND WATER USER'S AGREEMENT
FOR RURAL WATER DISTRICT NO. 6, WAGONER COUNTY, OKLAHOMA

The undersigned who is/are submitting this Application, whether one or more (individually and collectively referred to herein as the "Applicant"), being the owner(s) of land located within the service area of Rural Water District No. 6, Wagoner County, Oklahoma, an agency of the State of Oklahoma (hereinafter the "District"), hereby makes application to the District for water service, and Applicant agrees to be bound by this Application for Water Service and Water User's Agreement for Rural Water District No. 6, Wagoner County, Oklahoma, including the terms, provisions, and conditions herein (the "Application"):

1. Applicant shall purchase one water Benefit Unit as contemplated by the Rural Water, Sewer, Gas and Solid Waste Management Districts Act (Title 82, Oklahoma Statutes, Sections 1324.1 et seq.) for water service at the price of \$2000.00. Payment for the Benefit Unit must be made when this signed Application is provided by Applicant to the District. Conditioned upon acceptance of this Application by the Board of Directors of the District (the "Board"), the Applicant agrees to be bound by the Bylaws and Rules and Regulations of the District, which are incorporated herein by reference and made an integral part hereof, and Applicant further agrees to be bound by the Bylaws and Rules and Regulations of the District as they may be revised or adopted at any time in the future.

2. Applicant further understands and agrees that the District is not required or obligated to provide water service if such service is either not legal or not feasible in the sole discretion and determination of the District. Applicant further understands and agrees that the District may terminate water service or restrict/limit water service if the District determines, in the District's sole discretion, that the volume of water taken by or delivered to Applicant is degrading, impairing, or limiting water service provided by the District to any other person or entity. Applicant shall pay for all labor and equipment reasonably required, as determined by the District at the District's sole discretion, to connect the Applicant to the District's water delivery system, including but not limited to, any meters, meter cans, valves, meter pits, water line extensions, taps, elevated or ground storage, pump stations, etc. Should the meter location become encompassed by a fence or other obstruction that limits or frustrates access by the District, the meter shall be relocated to a location where access is not impaired and Applicant shall pay all labor and material costs associated with such relocation.

3. Applicant agrees to pay for water usage, leakage, water loss, breakage, repair and/or replacement of any system components associated with providing water to Applicant. The meter, meter pit, meter can, and all components within the meter can, and all equipment on the District's side of the meter, shall be the sole and exclusive property of the District. Applicant agrees that Applicant shall, at all times, maintain Applicant's water lines and infrastructure on Applicant's side of the meter in strict compliance with Oklahoma law and all rules and regulations adopted by the Oklahoma Department of Environmental Quality, the Oklahoma Health Department, and all other State and Federal laws, rules, and regulations associated with the use and delivery of water.

4. Applicant agrees to pay a minimum monthly charge for water service and to pay for water used at the rates set out in the rate schedule adopted and as later amended by the Board. Payment of said charges shall begin accruing on the earlier of: (i) the date the Applicant is connected to the District's water distribution system, or (ii) 30 days from the date written notice is delivered or mailed to the Applicant, whichever occurs first.

5. The District shall, when feasible, read Applicant's meter at the end of each month and send the bill on or before the 5th day of the following month each time. Payment of the current month's water bill is due by the 10th day of the month in which the bill is sent. Water bills not paid on or before the 10th day of the month shall be subject to a six percent (6 %) service charge to pay for the time devoted by the District to deal with and collect delinquent accounts. Failure to pay Applicant's water bill for any reason by the 10th day after the notice of delinquency was mailed, regardless of whether the notice of delinquency is received, may result in discontinuation of service at the sole discretion of the District and locking and/or removal of the meter, and/or such other remedies as the District deems appropriate at the District's sole discretion and without further advance notice or warning.

6. In the event water service is discontinued or a meter is removed by the District, Applicant shall be responsible for, and agrees to pay, all reconnection charges as specified in the rate schedule, rules, and/or Bylaws of the District, and Applicant agrees to purchase a new Benefit Unit if the District, at the District's sole discretion, determines a new Benefit Unit is needed. Applicant understands and agrees that non-payment for water service can result in the forfeiture of the Applicant's Benefit Unit. In the event of any dispute arising from this Application, the sole and exclusive jurisdiction and venue for any such dispute shall be the District Court for the County in which water service is/was provided, and any appellate courts therefrom, and Applicant consents to the jurisdiction and venue of such courts. The prevailing party in any action arising from this Application shall be entitled to recover from the non-prevailing party, the prevailing party's attorney fees, costs of the action, and expert witness fees.

7. **Consensual Lien and Grant of a Security Interest:** Applicant expressly consents and authorizes the District to record in the land records of the County in which water service is/was provided, a lien which shall encumber the real property interest in the land for which water service was provided or delivered, and Applicant further grants the District a security interest in all chattels, personal property, general intangibles, and fixtures (fixtures situated on the land) for which water service was provided to secure and better insure payment for water delivered to and purchased by Applicant, and the District is granted the authority to sign on behalf of Applicant and record with any appropriate governmental entity, a UCC-1 form placing the public on notice of the District's security interest. Applicant agrees that if the District elects to enforce its lien and/or security interest, that the District shall be entitled to recover its attorney fees, costs of the action, and expert witness fees from the Applicant.

8. The water service supplied by the District to Applicant shall be for the sole use of Applicant and Applicant's household and/or business. Applicant agrees that Applicant will not extend or permit the extension of any pipe or other device for the purpose of transferring water from one property or living unit to another property or living unit, nor will Applicant resell or submeter water to any other person or entity. Each meter service shall supply water to only one residence

(one living unit) and/or associated out buildings/structures located on the same land described in this Application. Dual connections are prohibited.

9. If, after water service is made available by the District, water service is discontinued or disconnected for any purpose or reason, reconnection shall be upon the conditions set out in the Bylaws and/or Rules and Regulations of the District. The Benefit Unit price set forth herein shall not be refunded for any reason.

10. Applicant does hereby grant to the District the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, and extend water lines and associated water facilities, including but not limited to, elevated or ground storage, pump station(s), valves, meters, etc., including the rights of ingress and egress, over, under, across, and through the land as described herein. Applicant further hereby grants the District the right of ingress and egress over, under, across, and through any adjacent lands owned by Applicant. The rights granted herein are for the purposes of the District providing water service. Additionally, upon request by the District at any time, Applicant does hereby agree to provide to the District, including the District's successors and assigns, easements providing all of the same rights described herein.

11. Cross connections shall not be permitted, nor shall there be any physical connection between any private water system and the water system of the District. There shall be no physical connection between any holding tank, storage device (elevated or otherwise), or reservoir for potable water or non-potable liquid, unless such connection is protected by a back-flow prevention device approved by the District at the District's sole discretion, and the District shall have the right at all reasonable hours to enter upon Applicant's premises for the purpose of inspection and enforcement of these provisions. Violation of these provisions shall constitute reason for immediate disconnection of water service without notice and with loss of the Benefit Unit.

12. **Indemnification.** Applicants agree to indemnify, defend, and hold the District harmless from any and all claims of any third parties arising from the water service provided by the District to Applicant and any activity engaged in pursuant to this Application.

13. **Transfer.** This Application, once approved by the District, cannot be transferred to any third party without the express written consent and written approval of the Board.

14. The land to which the Benefit Unit is to be assigned is legally described as follows (**or as described in the attached document or deed**):

15. The intended uses by Applicant for water provided by the District and purchased by Applicant are as follows (fill in the blanks with the applicable numbers of persons, cattle, etc., if applicable):

Persons _____
Cattle _____
Hogs _____
Horses _____
Poultry _____

Sheep _____

Other uses _____
_____ (specify in detail)

If water provided and sold hereunder is for non-residential, commercial, agricultural, or industrial purposes/uses, the following shall apply:

(a) Applicant shall not take/receive from the District a volume of water that exceeds 2,000 gallons per day without the prior written approval of the Board and such approval may be withheld by the Board at the Board's sole discretion for any reason, and the Board may impose additional special requirements at the Board's sole discretion.

(b) If the Board approves a volume of water greater than 2,000 gallons per day, Applicant agrees to construct water storage facilities on Applicant's property as described herein, so that no more than 2,000 gallons per day is taken from the District's water delivery system, and the balance of any water needs of Applicant shall be obtained from Applicant's water storage device(s).

If any of the terms and conditions of this Application are breached or not complied with by Applicant, Applicant agrees that the District may terminate water service immediately, with or without notice to Applicant.

Applicant expects to obtain ____% of Applicant's daily water requirements from the District.

BY SIGNING BELOW APPLICANT AGREE(S) TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED ABOVE, INCLUDING THE DISTRICT'S BYLAWS AND RULES/REGULATIONS WHICH ARE CURRENTLY IN PLACE OR WHICH MAY BE AMENDED IN THE FUTURE, AND APPLICANT VERIFIES THAT APPLICANT HAS READ AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS STATED HEREIN AND HAS RECEIVED A COPY OF THE BYLAWS AND RULES/REGULATIONS OF THE DISTRICT.

Name of Applicant: _____

Name of Co-Applicant (if applicable): _____

IF APPLICANT IS AN ENTITY SUCH AS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ETC., THE PERSON OR PERSONS SIGNING BELOW ON BEHALF OF AN ENTITY APPLICANT, AGREE THAT THEY ARE SIGNING BOTH FOR (AS AN AUTHORIZED REPRESENTATIVE OF) THE ENTITY AND ARE ALSO SIGNING PERSONALLY AS THE PERSONAL GUARANTOR OR GUARANTORS FOR THE ENTITY, FOR PAYMENT FOR ALL WATER DELIVERED TO THE ENTITY APPLICANT.

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| _____ | _____ |
| Applicants and Guarantor Signature | Co-Applicant's and Guarantor Signature (if applicable) |
| _____ | _____ |
| Print name of Applicant | Print name of Co-Applicant |
| _____ | _____ |
| Current Mailing Address | Current Mailing Address |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |
| _____ | _____ |
| Phone Number | Phone Number |
| _____ | _____ |
| Email address | Email address |
| _____ | _____ |
| Date | Date |

For District Use Only:

Approved by the Board on this ____ day of _____, 202__.

Signature of Authorized Representative of the Board

Signature of Authorized Representative of the Board