

FIFTY-ONE EAST WATER, INC.
PAYNE COUNTY, OKLAHOMA
(A NOT-FOR-PROFIT WATER CORPORATION)

RENTER/LESSEE/OCCUPANT/USER APPLICATION AND CONTRACT FOR WATER SERVICE

Date of Application: ____/____/____

Service Address: _____

City State Zip Code

Mailing (Billing) Address: _____
(if different from Service Address)

City State Zip Code

Type of Service: Residential Commercial Industrial

Name(s) of Applicant(s): _____ Authorized Contact: _____

Last 4 Digit SSN: _____ Driver's License/State ID #: _____ D/O/B: _____

EIN/Federal I.D. No. (Business): _____

Telephone(s) No.: Home/Business: _____ Daytime: _____ Cell: _____

Email: _____

Water Emergency Contact Preference (please check one): Home/Business Phone: [] Cell Phone: [] Email: []

PLEASE READ THE FOLLOWING CAREFULLY AND SIGN:
(This is a binding contract for water service.)

The undersigned Applicant(s) being the renter(s)/lessee(s)/occupant(s)/user(s) of home/business/land for which Fifty-One Water, Inc. (the "Corporation") provides potable water service, hereby applies to the Corporation for potable water service ("water service"), **AND AGREES TO OBSERVE AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

1. Applicant(s) agrees to observe and comply with the rules and regulations adopted by the Corporation and to observe and comply with the rules and regulations adopted by the Oklahoma Department of Environmental Quality.
2. Applicant(s) agrees to pay a minimum monthly charge, and pay for water delivered to the meter, at the rate set out in the rate schedule currently adopted by the Board of Directors and as may be amended/increased in the future. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the Corporation (and other applicable charges) shall become a part of this contract as though fully set forth herein.

When the rules and regulations of the Corporation provide that the Corporation will read the water meters (manually, electronically or otherwise), a service bill for water delivered to the meter shall be rendered by the Corporation on or before the fifth (5th) day of the month following the month in which the water is delivered, and the undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge (as adopted by the Corporation) plus collection charges as adopted by the Corporation. Failure of the Corporation to submit a service bill shall not excuse the undersigned from the obligation to pay for all applicable charges, when the bill is submitted. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of service, and other sanctions as provided for in the bylaws, rules and regulations of the Corporation.

When the rules and regulations of the Corporation provide that water users will read their own water meters and remit payments without notice, water users will read their own water meter on the first day of each month, or the earliest date thereafter (weather permitting), and remit the payment of the month's water bill not later than the fifth day of the month following the month for which the bill is due as set forth in the water rate schedule. Bills not paid on the 15th day of the month shall be subject to a late charge (as adopted by the Corporation in its bylaws, rules and regulations) plus collection charges as established by the Corporation in its bylaws, rules and regulations. Failure to pay a bill by the first day of the month following the month in which the bill is rendered shall result in discontinuance of service, and other sanctions as provided for in the bylaws, rules and regulations of the Corporation.

3. The water service supplied by the Corporation shall be for the sole use of the Applicant(s) who agrees not to extend or permit the extension of pipes for the purpose of transferring water from one property to another or to another living unit(s)/business(es) on/within the property, nor will the undersigned share, deliver, resell or sub-meter water to any other person, entity, structure or vehicle. Each meter service shall supply water to only one residence or business establishment.
4. If after water service is made available, water service is discontinued or disconnected for any reason or purpose, pursuant to this contract, the bylaws, rules and regulations of the Corporation, reconnection shall be upon the conditions set forth in the bylaws, rules and regulations of the Corporation

Initials _____

5. The Applicant(s) agrees not to make any physical connection between any private water system and the water system of the Corporation. Representatives of the Corporation may at all reasonable times enter the premises where the water is being delivered or used for the purpose of inspection to enforce the provisions of this contract, and the bylaws, rules and regulations of the Corporation, and including regulations adopted by the Oklahoma Department of Environmental Quality. Refusal to allow access and inspection, shall be grounds for disconnection of water service.
6. The laws of the State of Oklahoma including the rules and regulations of the Oklahoma Department of Environmental Quality, 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 deemed a part of this contract as though fully set out herein.
7. Indemnity. The Applicant(s) and the undersigned agree to indemnify and hold the Corporation harmless, and agree to defend the Corporation from and against, any claim, suit or demand made, by the Applicant(s) as well as the undersigned, and/or made by any third person, entity or party, associated with, arising from or related to any event, occurrence, casualty, damage, or circumstance from and beyond the water meter.

BY SIGNING THIS CONTRACT, I/WE (THE APPLICANT(S)) CERTIFY THAT I/WE OBTAINED AND HAVE READ THE CORPORATION'S BYLAWS, RULES AND REGULATIONS WHICH ARE DEEMED INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT, AND I/WE AGREE THAT I/WE ARE BOUND BY AND WILL COMPLY WITH THE TERMS AND CONDITIONS OF THE CORPORATION'S BYLAWS, RULES AND REGULATIONS.

I/WE PERSONALLY GUARANTEE PROMPT PAYMENT OF ALL SERVICES PROVIDED BY THE CORPORATION FOR/TO THE SERVICE ADDRESS IDENTIFIED ABOVE INCLUDING BUT NOT LIMITED TO PAYMENT OF ALL CONNECTION, METER, MONTHLY MINIMUM FEES AND OTHER CHARGES. THE CORPORATION RESERVES THE RIGHT TO TERMINATE WATER SERVICE IN THE EVENT OF NON-PAYMENT, AND/OR FOR BREACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT, AND/OR FOR BREACH OF THE RULES AND REGULATIONS OF THE CORPORATION AS THEY CURRENTLY EXIST OR AS ADOPTED IN THE FUTURE.

IF THE PROPERTY IDENTIFIED ABOVE IS RENTED/LEASED/OCCUPIED/USED BY AN ENTITY (CORPORATION, PARTNERSHIP, TRUST, LLC, ETC.) THE UNDERSIGNED, WHO ARE SIGNING ON BEHALF OF THE ENTITY, AGREE TO PERSONALLY AND INDIVIDUALLY GUARANTEE PAYMENT.

Applicant's/Guarantor Signature: _____ Date: _____

Applicant's/Guarantor Signature: _____ Date: _____

Print Name(s): _____

Print Name(s): _____

Accepted and Approved by: _____ Date: _____
 Authorized Representative for the Corporation

Initials _____