



## TRANSFER OF MEMBERSHIP CHECKLIST

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**THE FOLLOWING ITEMS ARE REQUIRED TO TRANSFER AN EXISTING MEMBERSHIP AND WATER SERVICE TO A NEW OWNER:**

- 1) ASSUMPTION OF OBLIGATIONS OF MEMBERSHIP – COMPLETED AND SIGNED BY THE NEW OWNER.
- 2) APPLICATION AND CONTRACT FOR WATER SERVICE – COMPLETED AND SIGNED BY THE NEW OWNER.
- 3) A COPY OF THE RECORDED DEED - FOR VERIFICATION OF PROPERTY OWNERSHIP. MUST INCLUDE THE COUNTY RECORDING STICKER WITH BOOK AND PAGE NUMBERS LEGIBLE (USUALLY IN THE UPPER RIGHT CORNER)
- 4) TITLE VI OF THE CIVIL RIGHTS ACT – VOLUNTARY DISCLOSURE FORM REQUIRED BY USDA FOR US TO PRESENT TO YOU FOR COMPLETION.
- 5) UTILITY EASEMENT – WE WILL PREPARE THIS BASED UPON THE COPY OF THE FILED DEED. MUST BE SIGNED AND NOTARIZED.
- 6) PAYMENT – A TRANSFER FEE OF \$150.00 IS REQUIRED.
- 7) ALL BILLS FOR SERVICE AND WATER USAGE AT THE SERVICE LOCATION MUST BE CURRENT.

**THE ABOVE LISTED DOCUMENTS, FORMS AND PAYMENT MUST BE RECEIVED BEFORE THE REQUEST FOR A NEW METER WILL BE PROCESSED.**

**ALL FORMS AND PAPERWORK TO TRANSFER SERVICE MUST BE RECEIVED WITHIN 30 DAYS OF CLOSING FOR THE SALE OF THE PROPERTY, OR WATER SERVICE WILL BE DISCONTINUED.**

**FIFTY-ONE EAST WATER, INC.  
420 S UNION ROAD  
STILLWATER, OK 74075  
405-372-1151**

[frontoffice@51erwi.com](mailto:frontoffice@51erwi.com)  
[www.51erwi.com](http://www.51erwi.com)

Rev 07/2023

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

**ASSUMPTION OF OBLIGATIONS OF MEMBERSHIP**

In consideration of the Transfer of Membership in Fifty-One east Water, Inc. (Corporation), I/we (Member) hereby assume all liabilities, obligations, and duties attached to the said membership in Corporation, devolving upon Member by reason thereof. Member agrees to pay any outstanding balance, if any, owed by previous Member as a condition of the Transfer of Membership.

Member agrees to complete and furnish to Corporation all required forms, copies, and other paperwork as may be requested by Corporation within thirty (30) days or acknowledge that Member's water service may be discontinued until such time as all required forms, copies, and other paperwork as may be requested by Corporation are received by Corporation.

\_\_\_\_\_  
(print name of new member)

\_\_\_\_\_  
(new member signature)

\_\_\_\_\_  
(print name of new member)

\_\_\_\_\_  
(new member signature)

**APPROVAL AND CONSENT TO TRANSFER OF MEMBERSHIP**

For and on behalf of FIFTY-ONE EAST WATER, INC., the undersigned hereby consents and approves the foregoing Transfer of Membership of Fifty-One east Water, Inc. on the records of Fifty-One east Water, Inc. Approval of this transfer in Board Meeting minutes may substitute in lieu of signatures below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FIFTY-ONE EAST WATER, INC.

BY \_\_\_\_\_  
(Chairman)

ATTEST:

\_\_\_\_\_  
(Secretary)

**FIFTY-ONE EAST WATER, INC.**  
(A NOT-FOR-PROFIT WATER CORPORATION)

**APPLICATION AND CONTRACT FOR MEMBERSHIP AND WATER SERVICE**

Date of Application: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name of Applicant: \_\_\_\_\_ Name of Co-Applicant: \_\_\_\_\_

Current/Previous Customer of 51 East Water?  Yes  No If Yes, Address or Account #: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

If the property has not been assigned an address, please include the Legal Description of service location (lot, block, subdivision, section, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing (Billing) Address: \_\_\_\_\_  
(if different from Service Address)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No(s): \_\_\_\_\_  
Phone 1 \_\_\_\_\_ Phone 2 \_\_\_\_\_ Phone 3 \_\_\_\_\_

Email: \_\_\_\_\_

Please send e-bills instead of mailed paper bills.

Type of Service:  Residential  Commercial  Industrial  Agricultural  Building Fire Suppression

Expected Monthly Usage: \_\_\_\_\_ gallons

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

The undersigned Applicant(s) ("Applicant") being the owner(s) or legal agent(s) of the above described property located within an area for which Fifty-One East Water, Inc. ("the Corporation") has legal authority under Oklahoma law to provide potable water service, hereby applies to the Corporation for domestic potable water service ("water service"), **AND AGREES TO OBSERVE AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:**

1. Applicant agrees to purchase one (1) "Membership" for water service to a single address (single residence or business) at the price currently required by the Corporation's rate schedule. The purchase price for a Membership is not refundable under any circumstances and is deemed to be a donation to the Corporation. The Membership may be assignable/transferrable to the successor property owner, subject to approval by the Board, and subject to compliance with the Corporation's bylaws, rules and regulations.
2. 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, regulations, policies and procedures of the Corporation, as presently existing, and as may be amended or revised from time to time, are deemed a part of this contract as though fully set out herein.
3. Applicant agrees to pay for all water delivered to the meter, and to pay all other associated fees and charges at the rate(s) set forth in the rate schedule adopted by the Board of Directors and as may be amended or revised from time to time. Any changes or revisions to the rate schedule made by the Board of Directors of the Corporation shall become a part of this contract as though fully set forth herein.
4. The water service supplied by the Corporation shall be for the sole use of Applicant. Applicant agrees not to extend, or to permit the extension of, water lines for the purpose of transferring water from one property to another property, or to another living unit or business on or within the above described property. Applicant will not share, deliver, resell, or sub-meter water to any other person, entity, structure, or vehicle. Each meter shall supply water to only one residence or business establishment unless otherwise approved by the Board of Directors of the Corporation in writing.
5. Applicant agrees not to make any physical connection between the water system of the Corporation and any other water system or well.
6. If water service is discontinued or disconnected for any reason or purpose, pursuant to this contract, or to the bylaws rules, regulations, policies and procedures of the Corporation, reconnection shall be upon the conditions set forth in the then current bylaws, rules, regulations, policies and procedures of the Corporation. In the event the Membership has been forfeited, the property owner must re-apply for service, and a new Membership must be purchased pursuant to the then current bylaws, rules, regulations, policies and procedures of the Corporation.

Applicant Initials \_\_\_\_\_

Co-Applicant Initials \_\_\_\_\_

7. Applicant hereby grants to the Corporation an irrevocable, permanent easement and right of way, for purposes of access to the Applicant's property and adjacent property, for locating, installing, removing, and servicing the meter, meter can/pit, water lines, equipment, and other appurtenances of the Corporation. Such access and use by the Corporation shall extend inside the perimeter of the property described in this document not less than 20 feet inside any other existing easement on the aforesaid property. This easement may be used by the Corporation to install additional water line extensions, mains, valves, meter pits, pumps, and other appurtenances, for the purposes of providing water service to the property referenced herein and to other properties. Applicant hereby agrees to not restrict physical access to the meter, meter can/pit, water lines, equipment, other appurtenances, and other assets of the Corporation. If the property is fenced or otherwise blocked in such manner that access is restricted, Applicant agrees to furnish any key, code, or other suitable method of entry to the Corporation for the purpose of opening or bypassing any gates, doors, barriers, etc. that will provide reasonable access. Applicant hereby grants to the Corporation the reasonable right from time to time to remove any and all paving, improvements, undergrowth, and other obstructions that may injure the Corporation's facilities, appurtenances, and other assets or that may interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution, or removal thereof.
8. When the bylaws, 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 and for other fees and charges shall be rendered by the Corporation. Applicant agrees to pay said service bill in full on or before the due date of said service bill, or Applicant will be subject to a late charge as adopted by the Corporation and to collection charges as adopted by the Corporation. Failure by Applicant to remit payment in full by the first day of the month following the month in which the bill is due for a bill rendered by the Corporation shall result in discontinuance of service, and other sanctions as provided for in the bylaws, rules, regulations, policies and procedures of the Corporation. Failure of the Corporation to render a service bill shall not excuse Applicant from the obligation to pay for all applicable fees and charges when a service bill is rendered. Failure of the Applicant to receive a service bill shall not excuse Applicant from the obligation to pay said service bill by the due date of the service bill.
9. Applicant may request service bills be sent to a third party, such as but not limited to, a renter or tenant, but Applicant agrees to be wholly responsible for all such service bills. Applicant agrees any balance not paid by the third party is the responsibility of Applicant to pay. Applicant agrees it is not the responsibility of the Corporation to pursue collection of any balance left unpaid by the third party. Applicant agrees that any service bill sent to a third party is considered a service bill rendered to Applicant as well.
10. THE CORPORATION IS AUTHORIZED TO BILL FOR SERVICES PROVIDED BY OTHER AGENCIES, UTILITIES, COMPANIES, DEPARTMENTS, OR ENTITIES SUCH AS, BUT NOT LIMITED TO, SEWER AND RURAL FIRE CONTRACTS. NONPAYMENT OF ANY FEE OR CHARGE OR PORTION THEREOF FOR SUCH SERVICES INCLUDED ON A SERVICE BILL RENDERED TO APPLICANT IS CONSIDERED FAILURE TO PAY AND APPLICANT IS SUBJECT TO LATE CHARGES, COLLECTION CHARGES, DISCONTINUANCE OF ALL SERVICES INCLUDING WATER SERVICE, AND OTHER SANCTIONS AS PROVIDED FOR IN THE BYLAWS, RULES, REGULATIONS, POLICIES AND PROCEDURES OF THE CORPORATION.
11. APPLICANTS AGREE, CONSENT, AND EXPLICITLY GRANT THE CORPORATION THE AUTHORITY TO RECORD OR FILE A LIEN WITH THE COUNTY CLERK AND IN COUNTY REAL PROPERTY RECORDS AGAINST THE PROPERTY DESCRIBED ABOVE OR DESCRIBED BY ATTACHED RECORDED DEED IN THE AMOUNT OF ANY UNPAID SERVICE BILLS RENDERED BY THE CORPORATION TO THE APPLICANT PLUS AN ADMINISTRATIVE FEE. IN ADDITION APPLICANTS GRANT THE CORPORATION A SECURITY INTEREST IN APPLICANTS' FOLLOWING DESCRIBED PERSONAL PROPERTY: ALL ACCOUNTS, EQUIPMENT, GOODS, INVENTORY, FIXTURES, CHATTEL PAPER, FUNDS ON DEPOSIT, GENERAL INTANGIBLES AND ALL OTHER ASSETS, PERSONAL PROPERTY AND RIGHTS OF APPLICANTS, WHETHER TANGIBLE OR INTANGIBLE TO FUNCTION AS SECURITY FOR ANY SUMS DUE THE CORPORATION BY APPLICANTS.
12. Representatives of the Corporation may at all reasonable times enter the property for the purpose of inspection of Applicant's adherence to the provisions of this contract. Refusal to allow access and inspection, shall be grounds for disconnection of water service.
13. The Corporation encourages Applicant to install a pressure regulator or similar device on Applicant's service line(s). It is Applicant's responsibility to service and maintain any such device.
14. Applicant agrees to indemnify and hold harmless the Corporation and agrees to defend the Corporation from and against any claim, suit, or demand made by the Applicant, 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.
15. In the event suit is filed by either party to this Contract to enforce any of its terms and conditions or to enforce collection for sums due, the prevailing party shall be entitled to reasonable attorney fees and reasonable costs of litigation, to be determined and awarded by judgment entered by the Court against the non-prevailing party. The parties to this contract agree to be subject to the exclusive jurisdiction of the District Court in and for Payne County, Oklahoma to resolve all disputes among the parties and that venue is proper in Payne County.

Applicant Initials \_\_\_\_\_  
 Co-Applicant Initials \_\_\_\_\_

**BY SIGNING THIS CONTRACT, APPLICANT CERTIFIES THAT APPLICANT HAS OBTAINED AND HAS READ THE CORPORATION'S BYLAWS, RULES, REGULATIONS, POLICIES AND PROCEDURES WHICH ARE DEEMED INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT, AND APPLICANT AGREES TO BE BOUND BY, AND WILL COMPLY WITH, THE TERMS AND CONDITIONS OF THE CORPORATION'S BYLAWS, RULES AND REGULATIONS.**

**APPLICANT GUARANTEES PROMPT PAYMENT FOR ALL SERVICES PROVIDED BY THE CORPORATION FOR OR TO THE PROPERTY IDENTIFIED ABOVE INCLUDING, BUT NOT LIMITED TO: PAYMENT OF ALL CONNECTION, METER, MONTHLY SERVICE FEES AND OTHER CHARGES. THE CORPORATION RESERVES THE RIGHT TO TERMINATE WATER SERVICE IN THE EVENT OF NON-PAYMENT, OR FOR BREACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT, OR FOR BREACH OF THE RULES AND REGULATIONS OF THE CORPORATION AS THEY CURRENTLY EXIST OR AS MAY BE AMENDED OR REVISED FROM TIME TO TIME.**

**IF THE PROPERTY IDENTIFIED ABOVE IS OWNED BY AN ENTITY (CORPORATION, PARTNERSHIP, TRUST, LLC, ETC.), THE UNDERSIGNED CERTIFY THEY HAVE LEGAL RIGHT AND AUTHORITY TO SIGN THIS CONTRACT ON BEHALF OF THE ENTITY, AND AGREE TO PERSONALLY AND INDIVIDUALLY GUARANTEE PAYMENT FOR ALL SERVICES PROVIDED BY THE CORPORATION FOR OR TO THE SERVICE ADDRESS IDENTIFIED ABOVE.**

*Water volumes and pressures provided by the Fifty-One East Water, Inc. may not be sufficient for firefighting purposes.*

**Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Co-Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Co-Applicant's Name:** \_\_\_\_\_

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**Office Use Only**

Received and Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_



**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 REQUIRES THAT RECIPIENTS OF FEDERAL ASSISTANCE COMPILE RACE/ETHNIC AND GENDER INFORMATION ON APPLICATIONS TAKEN WHICH IS UTILIZED BY THE FEDERAL GOVERNMENT FOR MONITORING PURPOSES.**

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for loan and grant programs in order to monitor borrower/grantee compliance with the Civil Rights Act of 1964. You are not required to furnish this information, but are encouraged to do so. The law provides that an entity or lender may not discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations, this entity is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish this information, please indicate below.

**APPLICANT**

**CO-APPLICANT**

I do not wish to furnish this information

I do not wish to furnish this information

**Race/National Origin:  
(Select One or More)**

**Race/National Origin:  
(Select One or More)**

American Indian or Alaska native

American Indian or Alaska Native

Asian

Asian

Native Hawaiian or other Pacific Islander

Native Hawaiian or other Pacific Islander

Black or African American

Black or African American

Hispanic or Latino

Hispanic or Latino

White

White

Other (specify)

Other (specify)

Sex:  Male  Female

Sex:  Male  Female

**TO BE COMPLETED BY INTERVIEWER/OFFICE**

This application was taken by:  in person  phone  mail/e-mail/online

Applicant's Name: \_\_\_\_\_ Account # \_\_\_\_\_

Co-Applicant's Name: \_\_\_\_\_ Date \_\_\_\_\_

Interviewer's Signature: \_\_\_\_\_



**The Following forms provide optional  
convenience services offered to our  
customers at no additional cost.**

Fifty-One East Water, Inc.  
420 S Union Road, Stillwater, OK 74075  
Tel (405) 372-1151 TDD/TTY - 711  
51East@51erwi.com  
www.51erwi.com



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**ACH Bank Draft or Credit/Debit Card Payments Sign-Up Form**

*CUSTOMER INFORMATION*

Name: \_\_\_\_\_  
Customer No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_

*ACH/EFT FINANCIAL INSTITUTION INFORMATION*

Bank Name: \_\_\_\_\_  
Bank Routing No: \_\_\_\_\_  
Bank Account No: \_\_\_\_\_  
Name on Account: \_\_\_\_\_  
Account Type (circle one):                      CHECKING      /      SAVINGS

*CREDIT/DEBIT CARD INFORMATION*

Name on Card: \_\_\_\_\_  
Card No: \_\_\_\_\_  
Expiration: \_\_\_\_\_      CVV: \_\_\_\_\_      Billing ZIP of Card: \_\_\_\_\_  
(3 digit back of card)

I certify that the information above is correct, that I am an authorized signer or designate of the account provided for ACH transactions, and that I am authorized to provide this information.

I authorize 51 East Water, Inc. to deduct my utility payments from this bank account via Electronic Fund Transfer. I understand sending a written notification to 51 East Water, Inc. will revoke this authorization.

51 East Water, Inc. reserves the right to cancel Electronic Fund Transfers due to insufficient funds without notice.

\_\_\_\_\_  
Print Authorized Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



Fifty-One East Water, Inc.  
420 S Union Road, Stillwater, OK 74075  
Tel (405) 372-1151 TDD/TTY - 711  
51East@51erwi.com  
www.51erwi.com



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### AUTOMATED ALERT NOTIFICATION

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Be notified of leaks, maintenance, repairs or other factors that may impact your water service.

If you wish to sign up for our text or e-mail alert system, please provide the contact information for our Automated Alert Notification system. Text alerts may not provide as much detail due to limited length of text messages on some providers and technical limitations of the alert system.

Alerts will also be available from our web page: [www.51erwi.com](http://www.51erwi.com)

You may sign up for one or both alert systems.

Customer Name: \_\_\_\_\_ Acct #: \_\_\_\_\_

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

Text Message Alerts: \_\_\_\_\_  
Text alerts may be of limited length depending upon your provider.  
Cell phone number  
\_\_\_\_\_  
Cell phone number  
\_\_\_\_\_  
Cell phone number

E-Mail Alerts: \_\_\_\_\_  
e-mail address  
\_\_\_\_\_  
e-mail address  
\_\_\_\_\_  
e-mail address