



TRANSFER OF MEMBERSHIP AND WATER SERVICE

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 filed and recorded deed** - For verification of ownership and to complete the easement form.
- 4) **Title VI of the Civil Rights Act**
- 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 must be current.

The above forms and payment must be received before the request for a transfer will be processed.

All forms and paperwork to transfer service must be received within 30 days of 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

51east@provalue.net
www.51erwi.com

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

ASSUMPTION OF OBLIGATIONS OF MEMBERSHIP

In consideration of the above(enclosed) Transfer of Certificate of Membership of Fifty-One east Water, Inc., I/we hereby assume all liabilities, obligations, and duties attached to the said membership in FITY-ONE EAST WATER, INC., devolving upon me by reason thereof.

I/we agree to complete and furnish to FIFTY-ONE EAST WATER, INC. all required forms, copies, and other paperwork as may be requested by FIFTY-ONE EAST WATER, INC. within thirty (30) days or acknowledge that my water service may be discontinued until such time as all required forms, copies, and other paperwork as may be requested by FIFTY-ONE EAST WATER, INC are received by FIFTY-ONE EAST WATER, INC.

(print name of new member)

(new member signature)

(print name of new member)

(new member signature)

APPROVAL AND CONSENT TO TRANSFER OF CERTIFICATE OF MEMBERSHIP

For and on behalf of FIFTY-ONE EAST WATER, INC., the undersigned hereby consents and approves the foregoing Transfer of Certificate of Membership of Fifty-One east Water, Inc. on the records of Fifty-One east Water, Inc. Approval of this transfer on 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.
PAYNE COUNTY, OKLAHOMA
(A NOT-FOR-PROFIT WATER CORPORATION)

PROPERTY OWNER 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 Developer

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: []

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

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

The undersigned Applicant(s)/Property Owner(s) being the owner(s) of land located within an area for which Fifty-One Water, Inc. (the "Corporation") has the 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(s)/Property/Owner(s) agrees to purchase one (1) "Membership Certificate" 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 Certificate is not refundable under any circumstances and is deemed to be a donation to the Corporation. The Membership Certificate may be assignable/transferable to the successor property owner, subject to approval by the Board, and subject to compliance with the Corporation's bylaws, rules and regulations. Applicant(s)/Property/Owner(s) further agree to observe and comply with the rules and regulations adopted by the Oklahoma Department of Environmental Quality.
2. Applicant(s)/Property/Owner(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.

Applicant(s)/Property Owner(s) hereby grants to the Corporation an irrevocable, permanent easement and right of way, for purposes of access to the Owner's property and adjacent property, locating, installing, removing and servicing the meter and associated fixtures, meter can/pit and other water lines and equipment 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 10 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 and other devices/equipment/pumps, etc., for the purposes of providing water service to the property referenced herein, and other properties. Applicant(s)/Property Owner(s) hereby agrees to not restrict physical access to the meter and associated fixtures, meter can/pit, mains, valves, other water lines and other devices/equipment/pumps, etc. of the Corporation. If the property is fenced or otherwise blocked in such manner that access is restricted, Applicant(s)/Property Owner(s) agrees to furnish any key, code, or other suitable method to the Corporation for the purpose of opening any gates, doors, etc. that will provide reasonable access. Applicant(s)/Property Owner(s) 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 Corporations facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation, substitution or removal thereof.

Initials _____

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)/Property Owner(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) 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. In high-pressure areas the Corporation encourages customers to install pressure regulators (pressure reducing valves) on the water customer's service line (line between the meter and the residence/business).
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. In the event the Membership Certificate has been forfeited, the property owner must re-apply for service, and a new Membership Certificate must be purchased.
5. The Applicant(s)/Property Owner(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)/Property Owner(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)/Property Owner(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)/PROPERTY OWNER(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 (REGARDLESS OF WHETHER THE WATER SERVICE IS BEING PROVIDED TO THE OWNER OR A TENANT/LESSEE/OCCUPANT ON THE PROPERTY) 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 OWNED 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/Property Owner's/Guarantor Signature: _____

Date: _____

Applicant's/Property Owner's/Guarantor Signature: _____

Date: _____

Print Name(s): _____

Accepted and Received by: _____
Authorized Representative for the Corporation

Date: _____

Initials _____



TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 REQUIRES THAT RECIPIENTS OF FEDERAL ASSISTANCE COMPILE RACE/ETHNIC INFORMATION ON APPLICATIONS TAKEN WHICH IS UTILIZED BY THE 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 Civil Rights Act of 1964. You are not required to furnish this information, but you 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 basis of visual observation or surname. If you do not wish to furnish the information, please check that option 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 of more)**

**Race/National Origin:
(Select one of 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: Female Male

Sex: Female Male

TO BE COMPLETED BY INTERVIEWER:

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

Applicant's Name (Please Print) _____ Account# _____

Co-Applicant's Name (Please Print) _____

Interviewers Signature: _____ Date: _____

Fifty-One East Water, Inc. is an Equal Opportunity provider and Employer. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the base of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)