



## TRANSFER OF MEMBERSHIP AND WATER SERVICE

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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 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](mailto:51east@provalue.net)  
[www.51erwi.com](http://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.**  
(A NOT-FOR-PROFIT WATER CORPORATION)

**APPLICATION AND CONTRACT FOR NEW 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 #: \_\_\_\_\_

New 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): \_\_\_\_\_  
Home \_\_\_\_\_ Cell \_\_\_\_\_ Other \_\_\_\_\_

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

Please send e-bills instead of mailed paper bills.

Type of Service:  Residential  Commercial  Industrial  Agricultural  Fire Suppression

How would you like to receive automated alerts about important information that may affect your service (leaks, line maintenance, etc)?:

E-Mail  Text  Both  I do not want to receive automated alerts

Cell provider for text alerts: \_\_\_\_\_

**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 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.
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 and regulations 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 and regulations of the Corporation, reconnection shall be upon the conditions set forth in the then current 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 pursuant to the then current bylaws, rules and regulations of the Corporation.

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 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, 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. The Applicant agrees to pay said service bill 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 and regulations 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 said service bill.
9. Applicant may request bills be sent to a third party, such as a renter or tenant, but Applicant agrees to be wholly responsible for all such 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.
10. 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.
11. The Corporation encourages Applicant to install a pressure regulator on Applicant's service line(s). It is Applicant's responsibility to service and maintain any such device.
12. Indemnity. The 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.

**BY SIGNING THIS CONTRACT, APPLICANT CERTIFIES THAT APPLICANT HAS OBTAINED AND HAS READ THE CORPORATION'S BYLAWS, RULES AND REGULATIONS 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 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: \_\_\_\_\_

Accepted and Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Representative for the Corporation

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)