

Hughes County RWD #3  
2020 Seran Drive  
Wewoka, Ok 74884  
405/257/3727 - (Fax) 405/683/5044  
Rwd1234@att.net  
APPLICATION FOR BENEFIT UNIT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Location of Request:  
(LocationDescription) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Does Applicant: Own, Lease, Rent (circle one)  
(If rent or lease see landowners notice)

Direction to property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant has read and understands that all members are required to follow the by-laws rules and regulations and board polices of the District.

Benefit Unit Cost \$\_\_\_\_\_payable after board approval of application  
(This is not a deposit or meter purchase, also it is not refundable.)

ApplicantsSignature\_\_\_\_\_Date:\_\_\_\_\_

(Landowners Notice:)

If a Benefit Unit is issuedit will be in the name of the landowner only. This benefit unit will stay with the property it is issuedtounder the By-Laws, rules and regulations and policies of thedistrict. If the landowners have renters or tenants the landowner must realizes that the districtwill hold the landowner responsible for the water bill and or loss of the, districts will not handle any deposit for the landowner these type of agreements are strictly between the landowner and occupant.

LandownersSingature\_\_\_\_\_Date:\_\_\_\_\_  
(See Reverse Side)

**Hughes County RWD #3**  
**Water Users Agreement**

This agreement entered into between Rural Water District #3, Hughes County, Oklahoma, a nonprofit water district, hereinafter called the "District" and \_\_\_\_\_, member(s) of the District hereinafter called "Member".

Whereas, the Member desires to purchase water from the District and to enter into a water users agreement as required by the By-Laws of the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The District shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended such quantity of water as Member may desire in connection with Member's occupancy of the following described property: ) Describe Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Member agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for purpose of ingress and egress from the above described lands.

The Member agrees to comply with and be bound by the By-Laws, Rules and Regulations and Board Policy of the District, now in force or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's By-Laws, Rules, and Policies, or which may be hereafter adopted and imposed by the District.

The District shall have final authority in any question of location of any service line connection to its distribution system, shall determine the allocation of water to Members in the event of a water shortage; **may shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supply of water to another user.** In the event that the total supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the District may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering use of water for garden and lawn purposes by particular Members and require adherence thereto or prohibit the use for garden and lawn purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all the

Members for domestic purposes before supplying any water for livestock purposes, before supplying any water for garden and lawn purposes.

The District will install and maintain a water meter and cutoff valve for each service. The District shall have exclusive right to the use of the Meter and cutoff valve. The District will not install a water pressure regulator in the customer's service line. It is the responsibility of each Member to determine the need for such a regulator and install one if necessary to prevent excessive water pressure from damages to the customer's plumbing. The District will not be held liable for any damages caused by excessive water pressure.

The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties: 1. Nonpayment after the 16th of the month will be subject to a \$20.00 late charge. 2. Nonpayment after the 26<sup>th</sup> of the month service will be disconnect from a Member's property and a fee of \$100.00 will be added. The account will have to be paid in full before reconnection.

**By signature below, said Member(s) agree that they have read this Agreement and will comply with all By-Laws, Rules and Regulations and Board Policy now set out or which may be hereafter adopted and imposed by the District.**

**Also by the signature below, each Member states that they will adhere to the following:**

- 1. No other present or future source of water will be connected to any waterlines served by the District. The Member agrees to disconnect from any other source of water supply prior to connecting to and switching to the District's system.**
- 2. No other person or persons shall be allowed to connect to this service.**
- 3. The amount paid for membership (Benefit Unit) in this District is non-refundable. This amount cannot be applied to any outstanding charges due at the time of disconnection. The collection of any amount left due the District at the time of disconnection of the meter will be pursued by all lawful means available.**
- 4. The Benefit Unit cannot be transferred unless all charges are paid in full against this service.**
- 5. The District will not be responsible for damages caused by high water pressure and/or the Member's failure to install a water pressure regulator.**

IN WITNESS WHEREOF, I/WE HAVE EXECUTED THIS AGREEMENT  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

RURAL WATER DIST #3  
HUGHES COUNTY, OKLAHOMA

BY \_\_\_\_\_  
Chairman

× \_\_\_\_\_  
Member

× \_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_ (seal)

HUGHES RURAL WATER DISTRICT #3  
2020 SERAN DRIVE  
WEWOKA, OK 74884  
405-257-3727  
APPLICATION FOR RURAL WATER SERVICE

Connection will be used for      Commercial \_\_\_\_\_ or      Residential \_\_\_\_\_

Email address \_\_\_\_\_

Billing name: \_\_\_\_\_

Billing address: \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone number \_\_\_\_\_

Name and address of nearest relative not living with you:

\_\_\_\_\_

Have you ever received rural water services before: \_\_\_\_\_

If so, which one? \_\_\_\_\_

3 Utility Credit Reference: name and phone number (other than bank)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Are you renting: \_\_\_\_\_

Landlord's name \_\_\_\_\_ address \_\_\_\_\_

Phone# \_\_\_\_\_

The Owner of the property has the right to call and have the service stopped at anytime.

If approved for services you will receive your bill the first of each month. Your payment must be received by the 16th of the same month. You may mail your payment or come by our office at:

Hughes Rural Water Dist. #3

2020 Seran drive

Wewoka, ok 74884

With your bill, you may pay at first united bank in Holdenville. We also offer an ACH debit it will be taken out of your account on the 16<sup>th</sup> of each month.

I agree to pay for water service each month and understand my service will be discontinued if not paid.

Applicant's signature \_\_\_\_\_ Date: \_\_\_\_\_