

Acct # / BU # _____

READ CAREFULLY BOTH SIDES OF THE CONTRACT

APPLICATION AND CONTRACT FOR WATER

Septic _____ Sewer _____

BU _____ SYS _____ MB _____

Date _____, 20 _____

I, (or we) hereby make application to Creek County Rural Water District No. 2, to furnish a supply of water at the service box of the District located at: _____

Name: _____ Mail Address: _____

Phones: _____

AND IN CONSIDERATION OF SUCH SUPPLY AGREE

First – to pay for water furnished at the meter rate charged other consumers for like uses, PLUS a monthly Base Rate of:

\$ _____

(Monthly charges for water used are calculated for each 1000 gallons of water, as shown by the meter, as indicated on the attached rate chart), and to settle all accounts therefore monthly by making payment for same to Creek County Rural Water District #2 at 2425 W. 121st Street S., Jenks, OK 74037, on the due date thereof. Failure to pay by this date will result in a 10% penalty to the account. When notice is received that the previous month's balance was not paid, all amounts due must be paid *in full* prior to the disconnect date or service will be discontinued and additional charges will be incurred.

Second – To have the premises so plumbed that a meter can be set in a convenient place for reading, inspection, and protection from the weather, if possible. It being understood and agreed that the meter is set in accordance with the contract, and, will be, remain the property of, and under control of, Creek County Rural Water District No. 2 at all times. Permission is hereby granted the employees, or agents of said District, to go upon the premises covered by this contract at any time to read, examine, or remove said meter.

Third – The undersigned agrees and warrants that the premises to be supplied with water will be properly plumbed and free from any leaks, and the undersigned agrees to keep the same in a safe condition and hereby assumes all risk of accident or damages to persons or property in the use of water hereby contracted for. The undersigned further agrees and warrants that no permanent structure will be placed where it covers the meter can. The undersigned specifically relieves and releases Creek County Rural Water District No.2 from any liability on account of injury to person or property occasioned by the use of water. In this connection, it is specifically understood that the water to be sold hereunder is furnished by Creek County Rural Water District No. 2, but said District is not in any manner liable to the applicant therefor, or from damages resulting from the use thereof, and does not warrant or guarantee said water, the supply thereof, or water service to the applicant.

Fourth – That this application and contract is transferable to another person, and may be transferred to, and used, in another location in the District by the party signing this contract if certain requirements are met. Application for such transfer must be made at the office of Creek County Rural Water District No. 2, and approval must be obtained by District Board.

Fifth – That I will not, nor will I permit, any connection to the service pipe between the line of Creek County Rural Water District No. 2 and the meter. Should any pipe be so connected or any water used on the premises without passing through the meter, I hereby agree to pay for all water estimated to be used. In addition, I agree to pay all violation and/or service fees charged.

Sixth – During my occupancy of the premises, that I will not attach, or permit anyone else to attach, the plumbing of the line to any other water company while connected to the line of Creek County Rural Water District No. 2.

Seventh – That I agree to abide by all the rules and regulations promulgated for Creek County Rural Water District No. 2 as printed on the reverse hereof, the same being incorporated herein by reference and/or any other rules and regulations that may be promulgated hereafter.

Eighth – It is understood this agreement and the right to purchase water covers service to only the dwelling or business listed above, and building accessory thereto, and water service to additional dwelling houses or businesses requires separate water meters and water contracts, and these are not covered hereby.

This application is made and it is understood that water will be furnished hereunder upon the terms, conditions, agreements, rules and regulations herein set forth. The acceptance of this contract by Creek County Rural Water District No. 2 shall constitute a contract upon the terms as stated above. It shall be in force from date of connection and turning on of meter.

TRANSFER ONLY

Signature

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Previous Owner

By _____

Agent

**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.**

Text to be contained on the application form:

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 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 the information, please check below:

APPLICANT

I do not wish to furnish this information.

Race/National Origin:
(Select one or more)

- American Indian or Alaska Native
 Asian
 Native Hawaiian or other Pacific Islander
 Black or African American
 Hispanic or Latino
 White
 Other (specify) _____

Sex: Female Male

CO-APPLICANT

I do not wish to furnish this information

Race/National Origin:
(Select one or more)

- American Indian or Alaska Native
 Asian
 Native Hawaiian or other Pacific Islander
 Black or African American
 Hispanic or Latino
 White
 Other (specify) _____

Sex: Female Male

TO BE COMPLETED BY INTERVIEWER:

This application was taken by: face to face interview by telephone by mail

Applicant's Name: (print or type) _____

Co-Applicant's Name: (print or type) _____

Interviewer's Name: (print or type) _____

Interviewer's Signature: _____

DATE: _____

Customer Contract and Indemnity Agreement

This Agreement ("Agreement") is entered into this ___ day of _____ 20__ by and between Creek County Rural Water District No. 2 (an agency of the State of Oklahoma pursuant to Title 82, Oklahoma Statutes, § 1324.6) ("Creek-2") and _____ ("Customer").

In consideration of the mutual promises between Creek-2 and Customer, the sufficiency of such consideration is hereby acknowledged and approved by Creek-2 and Customer, the parties agree as follows:

1. Customer is seeking water service for the following property: _____

(List street address, city/town and legal description or attach legal description as an exhibit.) "Property".

2. Creek-2 agrees to provide water service to the Property in accord with the laws of Oklahoma and applicable federal statutes, rules and regulations. Customer agrees to pay for any and all expenses and/or costs associated with the extension of any water line/main and any pressure enhancing devices/equipment/structure (if necessary) in order for Creek-2 to provide water service to the Property in compliance with State and Federal law. Customer further agrees to pay for all water received from Creek-2 and other charges (including but not limited to the Benefit Unit fee, connection fee, and a monthly minimum charge even if no water is taken/received by Customer) in accord with Creek-2's rules and regulations, and rates published by Creek-2 now in effect and as modified/adjusted in the future. Customer further agrees to abide by and be bound by the by-laws of Creek-2 together with all rules and regulations adopted by Creek-2 now in effect or which may hereafter be adopted or amended by the Board of Directors of Creek-2.

3. Customer warrants and represents that Customer will not permit water pressure to be less than 25 PSI relative to all piping systems and points of consumption between the meter assigned to Customer (the meter is and shall remain the property of Creek-2) and the point of water consumption/use. Customer shall provide, pay for, and maintain indefinitely, any pressure enhancing device deemed necessary by Creek-2, in order for Customer to maintain a minimum water pressure of 25 PSI between the meter and the point of Customer's consumption/use.

4. Customer agrees to hold harmless and indemnify Creek-2 together with all of Creek-2's board of directors, past board of directors, employees, agents and Benefit Unit holders (all of which are collectively referred to as "Related Persons"), from and against any claim, suit, damage, liability, loss, judgment or other form of claim or proceeding including but not limited to all costs of defense and attorney fees, regardless of whether the claim is made by Customer or any third party, which is in any way associated with or related to (in whole or in part) the sale and delivery of water by Creek-2 to Customer or related in any way (in whole or in part) to the construction or maintenance of the water delivery system used to sell/deliver water to Customer, and regardless of whether or not Creek-2 and/or any of the Related Persons is in whole or in part, at fault. Creek-2 shall have the exclusive right to manage the defense of any such claim or suit, or other form of claim or proceeding, and the exclusive right to select defense counsel. Creek-2 shall also have the sole and exclusive right and discretion to settle any such claim. Customer shall be responsible for and shall pay any such settlement amount, judgment etc., including any costs associated or incurred with respect to the claim, the defense of the claim, suit, proceeding, judgment or settlement.

5. Customer and Creek-2 agree that in the event of any loss of pressure, spike in pressure, fluctuation in pressure, interruption of service, contamination of water sold/delivered, or any other failure to provide water service, which is the result of events, acts of god, acts of third parties and/or any other circumstance beyond the reasonable control of Creek-2, that no liability shall exist as to Creek-2 and Customer shall have no claim and shall make no claim against Creek-2 or any of the Related Persons, for any such loss of pressure, spike in pressure, interruption of service, contamination of water or any other failure to provide water service.

The parties acknowledge that they have read and fully understand the terms of this Agreement, and represent to each other that this is a binding Agreement upon Creek-2 and Customer and binding upon their respective successors in interest.

Creek County Rural Water District No. 2
By: _____
Authorized Representative

Customer:
By: _____