

**ELMORE CITY RURAL WATER CORPORATION
AGREEMENT FOR SERVICE
TRANSFER MEMBERSHIP**

AGREEMENT made this ____ day of _____, _____, between Elmore City Rural Water Corporation (hereinafter called the "Corporation") and _____ (hereinafter called the "Consumer"). A \$100.00 Transfer fee is due upon transfer of membership.

WITNESSETH,

The Corporation agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Corporation, water which the Consumer may need, upon the following terms and conditions:

1. MEMBERSHIP

The Consumer acknowledges that he is now the owner of property currently served by the Corporation. The Corporation acknowledges that a Membership Certificate previously issued to a member of the Corporation for this property will be transferred to the Consumer, subject to payment of any outstanding balance. As such, the Corporation and the Consumer agree that the Consumer shall become a member of the Corporation. The Consumer agrees to be bound by the provisions of the By-Laws of the Corporation and by such Rules and Regulations as may from time to time be adopted by the Corporation. Acceptance of said Membership entitles Consumer to become the holder of One (1) Benefit Unit and, thus, to be entitled to the normal services of the Corporation.

2. PAYMENT

- A. Payment for service by the Consumer will be made on a monthly basis.
- B. The Consumer agrees to pay a monthly rate to be determined by the Board of Directors of the Corporation and approved by the U.S. Department of Agriculture, Rural Development Office, for each water tap from the time service is made available by the Corporation. Any changes made in the water rate schedule by the Board of Directors of the Corporation shall become a part of this Agreement as though fully set out herein.
- C. Bills will be rendered for service by the 5th day of the month following that in which the service was rendered. Service bills not paid by the 16th of the month shall be subject to a 10 percent late charge on the unpaid balance. Failure of the Corporation to submit a service bill shall not excuse the Consumer from his obligation to pay for the water used when the bill is submitted. If the Consumer shall fail to pay in full any such bill by the first day of the month following the month in which the bill is rendered, the Corporation may discontinue service hereunder by giving five (5) days notice in writing to the Consumer.

3. SERVICE

- A. The Corporation shall use reasonable diligence to provide a constant and uninterrupted supply of water, but if such supply shall fail or be interrupted or become defective through an act of God, or by action of the elements, or the public enemy, or by accident, strikes, labor trouble or inability to secure right of way, or other permits needed, or any other cause beyond the reasonable control of the Corporation, the Corporation shall not be liable.
- B. The Consumer agrees that the water service supplied by the Corporation shall be for the sole use of the Consumer. The Consumer agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment.
- C. The Consumer agrees that he will make no physical connection between any private water system and the water system of the Corporation.

4. TERM

This agreement shall become effective on the date service is first made available hereunder by the Corporation to the Consumer and shall remain in effect until terminated by either party giving to the other five (5) days notice by telephone or in writing.

5. SUCCESSION

This agreement shall be binding upon and inure to the successors, legal representatives and assigns of the respective parties hereto.

FURTHERMORE, the parties hereto agree that the laws of the State of Oklahoma, the By-Laws of the Corporation, and the Rules and Regulations of the Corporation, as presently existing, and as may be amended from time to time, are made a part of this Agreement as though fully set out herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

CONSUMER

ELMORE CITY RURAL WATER CORP.

NAME (PLEASE PRINT)

ADDRESS

CITY, STATE ZIP

PRIMARY PHONE ALTERNATE PHONE

METER LOCATION

X
Signature

ACCOUNT NUMBER

CERTIFICATE NUMBER

OUTSTANDING BALANCE

DATE PAYMENT RECEIVED

NOTE

For Elmore City Rural Water Corporation