# FIFTY-ONE EAST WATER, INC.

# PAYNE COUNTY, OKLAHOMA (A NOT-FOR-PROFIT WATER CORPORATION)

### RENETR/LESSEE/OCCUPANT/USER APPLICATION AND CONTRACT FOR WATER SERVICE

Date of Application:	/		
Name of Applicant:	City State Zip Code  City State Zip Code  Phone 1 Phone 2 Phone 3		
Current/Previous Customer			
Service Address:			
	City	State	Zip Code
Mailing (Billing) Address: (if different from Service Address)			
	City	State	Zip Code
Telephone No(s):	Phone 1	Phone 2	Phone 3
Email:			
	Please send e-bills ins	stead of mailed paper bills.	
Type of Service: Reside	ential Commercial	Industrial Agricultural	Building Fire Suppression
	Expected Month	y Usage: gallons	

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

The undersigned Applicant(s) being the renter(s)/lessee(s)/occupant(s)/user(s) of home/business/land for which Fifty-One Water, Inc. (the "Corporation") provides potable water service, hereby applies to the Corporation for potable water service ("water service"), <u>AND AGREES TO OBSERVE AND BE BOUND BY THE</u> FOLLOWING TERMS AND CONDITIONS:

- 1. Applicant(s) agrees to observe and comply with the rules, regulations, policies and procedures adopted by the Corporation and to observe and comply with the rules and regulations adopted by the Oklahoma Department of Environmental Quality.
- 2. Applicant(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.
- 3. 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 15<sup>th</sup> 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.
- 4. The water service supplied by the Corporation shall be for the sole use of the Applicant(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)/business(es) 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.
- 5. 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
- 6. The Applicant(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.

- 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, regulations, policies and procedures 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.
- Indemnity. The Applicant(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) 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)) 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 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 RENTED/LEASED/OCCUPIED/USED 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.

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:	
Office Use Only	
Received and Reviewed By:	Date:



# The Following forms provide optional convenience services offered to our customers at no additional cost.

Fifty-One East Water, Inc. 420 S Union Road, Stillwater, OK 74075 Tel (405) 372-1151 TDD/TTY - 711 51East@51erwi.com www.51erwi.com



# ACH Bank Draft or Credit/Debit Card Payments Sign-Up Form

CUSTOMER INF	ORMATION		
	Name:		
	Customer No:		
	E-Mail Address:		
	Phone No:		
ACH/EFT FINAN	CIAL INSTITUTION INFORMATION		
	Bank Name:		
	Bank Routing No:		
	Bank Account No:		
	Name on Account:		
	Account Type (circle one):	CHECKING	/ SAVINGS
CREDIT/DEBIT C	CARD INFORMATION		
	Name on Card:		
	Card No:		
	Expiration:	CVV: (3 digit back o	_
	e information above is correct, that I CH transactions, and that I am author		
	East Water, Inc. to deduct my utility p erstand sending a written notification		
51 East Water, notice.	Inc. reserves the right to cancel Elect	ronic Fund Transfers	due to insufficient funds without
Print Authorize	ed Name		
Authorized Sig	nature		Date

Fifty-One East Water, Inc. 420 S Union Road, Stillwater, OK 74075 Tel (405) 372-1151 TDD/TTY - 711 51East@51erwi.com www.51erwi.com



## **AUTOMATED ALERT NOTIFICATION**

Be notified of leaks, maintenance, repairs or other factors that may impact your water service.

If you wish to sign up for our text or e-mail alert system, please provide the contact information for our Automated Alert Notification system. Text alerts may not provide as much detail due to limited length of text messages on some providers and technical limitations of the alert system.

Alerts will also be available from our web page: www.51erwi.com

Customer Name:		Acct #:	
Service Address:			
Text Message Alerts:		_	
Text alerts may be of limited length depending upon your	Cell phone number		
provider.	Cell phone number	_	
	Cell phone number	_	
E-Mail Alerts:	e-mail address		
_	e-mail address		
	e-mail address		_