

## **BENEFIT UNIT AGREEMENT**

**This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between Tillman County Rural Water District No. 1., hereinafter called "District" and**

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**Hereinafter called "Member".**

### **WITNESSETH AS FOLLOWS:**

**That the undersigned Member, in consideration of purchasing a Benefit Unit, hereby makes application for a Benefit Unit in said District, and the District in consideration of the payment of the fees hereinafter set forth, and in consideration of the following terms, conditions, and covenants, herein made and to be kept, hereby agrees to accept said Benefit Unit in said District, all as follows, to-wit:**

- 1. Member has purchased One (1) additional Benefit Unit meter in the Rural Water District at a Benefit Unit fee of \$ 1000.00, which shall entitle the Member to the use of (1) additional meter to be located and installed under terms and conditions hereinafter set forth, and to pay such other fees as the Board of Directors may determine from time to time for additional lines, taps, or meters that the Member desires to have installed. Said Benefit Unit fees and other fees are non-refundable, either upon termination of Membership, or otherwise and shall be considered a donation or gift to the District.**
- 2. Member shall pay a minimum monthly water charge to be established by the Board of Directors, beginning from the time service is made available by the District and to pay for additional water metered through said meter(s) at the rate set, and in the manner and time set by the Board of Directors of the District. In this respect, any changes adopted by the Board of Directors of the District for minimum monthly water charges and/or the rate for additional water metered and/or manner and time of payment shall become a part of this agreement as though fully set out herein.**
- 3. All water furnished by the District to the Member shall be metered by meters approved in all respect by the District. In this respect, the meters and related necessary equipment shall be furnished and installed by the District, and shall remain the property of the District, but the cost of the meters and related necessary equipment and the cost of the installation thereof shall be borne by the Member. Further, after service is made available to Member, the District shall be responsible for reading each meter and a bill shall be mailed to each Member by the First day of each month.**

4. If after water service is made available, the same is discontinued or disconnected for any purpose or reason, pursuant to the By-Law's, rules, and regulations or policies of the Water District, then reconnection shall upon the conditions as set out in the By-Law's, rules, and regulations or policies of the Water District as may be amended from time to time by the Board of Directors of said District.
5. The laws of the State of Oklahoma, the By-Law's of the District and the rules, regulations, and policies of the District, as they currently exist and as they may be amended from time to time, are made a part of this agreement as though fully set out herein, and the Member hereby agrees to abide by the same. .
6. The Member shall install at his own expense, a service line from the meter(s) to the desired point of use by the Member, and such installation shall be under supervision of the District, its agents or employees.
7. The Member and/or Landowner agrees to give and grant to the District an easement(s) for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and other equipment which may be deemed necessary by the District, through its Board of Director's, on such forms as is required by the District.
8. The Member and/or Landowner agrees to hold harmless the District from any and all claims or demands for damages to real or personal property occurring from the point the Member ties on the District's meter to the final destination of the line so installed by the Member.
9. The District shall have the right to locate the water service meter above referenced and the pipeline necessary to connect the meter(s) on the property of the Member and/or Landowner at a point to be chosen by the District, and shall have access to its property and equipment located on the Member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service, the District shall have the right to remove any of its property from the Members premises.
10. Any violation of this Agreement or of the By-Law's, rules, regulations or policies of the District, shall subject the Member to having his Membership in the District and/or water service terminated, at the discretion of the Board of Directors of the District.

11. The legal description of the property and the desired location of the meter is as follows  
to-wit:

LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

GPS LOCATION:

\_\_\_\_\_

BILLING INFORMATION

NAME: \_\_\_\_\_

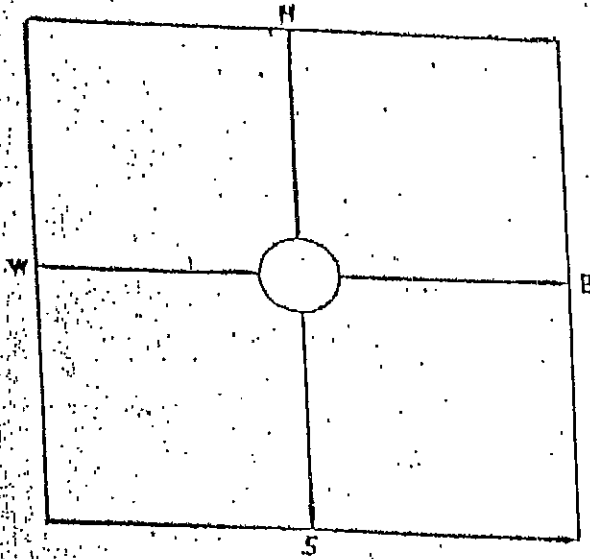
ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

METER LOCATION

Please place an " X " at the approximate location on the diagram below:



ACCEPTED AND APPROVED

Applicants Signature \_\_\_\_\_

TILLMAN COUNTY RURAL  
WATER DISTRICT NO. 1

By \_\_\_\_\_  
Chairman

(SEAL)

ATTEST

\_\_\_\_\_  
Secretary

(4)

TILLMAN COUNTY RURAL WATER DIST. 1  
PO BOX 160  
CHATTANOOGA, OK 73528  
(580) 597-3097