



UTILITY SERVICE MEMBERSHIP

Account # _____ Deposit \$ _____ Date _____

Location Address: _____

Mailing Address (if different): _____

Previous address: _____

Number of persons occupying premises: _____ Sewage Disposal: (city or septic) _____

Name: _____ Home # _____ Cell # _____

SSN: _____ DL#: _____ State: _____

Employer: _____

Employer address: _____ Phone: _____

Spouse/Co-Occupant's Name: _____ Cell # _____

SSN: _____ DL#: _____ State: _____

Employer: _____

Employer address: _____ Phone: _____

Personal reference: _____ Phone: _____

Have you ever had service with us? If so, when: _____ Location: _____

The undersigned hereby applies to the Piedmont Municipal Authority for membership for water and/or waste disposal, and hereby agrees that upon approval hereof I/we will comply with and be bound by all rules and regulations of the Piedmont Municipal Authority, and to pay any and all fees, assessments, or other lawful amounts chargeable to members.

Executed at Piedmont, Oklahoma, this _____ day of _____, 20__.

Signature of Member

Signature of Spouse/Co-Occupant

Sign Last Page

WATER, SEWER AND / OR WASTE DISPOSAL USERS AGREEMENT

This agreement entered into between the Piedmont Municipal Authority, a public trust, hereinafter called the "Trust and _____ a user of the trust, hereinafter called User".

WITNESSETH

WHEREAS, the User desires to purchase Water, utilize sewer lines and/or waste disposal service from the Trust and to enter into a water and /or waste disposal user's agreement with the Trust.

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:

-
1. The Trust shall furnish, subject to the limitations set out in its Rules and Regulations now in force or as hereafter amended, and subject to availability, such quantity of water and/or waste disposal service as the User may desire in connection with the User's occupancy of the following described property.

Legal Description:

Mailing Address:

2. The User shall install and maintain at his own expense a service line which shall begin at the meter or sewer main and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Trust at the nearest place of desired use by the User, provided the Trust has determined in advance that the system is of sufficient capacity to permit delivery of water and/or sewer service at that point.
3. The User agrees to comply with and be bound by the Rules and Regulations of the Trust, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water sewer, and/or waste disposal service at such rates, time and place as shall be determined by the Trust, and agrees to the imposition of such penalties for non-compliance as are now set out in the Trust's Rules and Regulations, or which may be hereafter adopted and imposed by the Trust.
4. The User agrees to pay the sum of \$ _____ contemporaneously with the execution of this agreement as consideration for the right to be serviced with water, sewer and/or waste disposal service.

5. The Trust shall purchase and install a cutoff valve and a meter in each service. The Trust shall have exclusive right to use and such cutoff valve and water meter.
6. The Trust shall have final authority in any question of location of any service line connection to its water distribution and/or waste collection system; shall determine the allocation of water to User in the event of water shortage; and may shut off water to a User who allows a connection of extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Users or in the event that there is a shortage of water, the Trust may prorate the water available amount the various Users on such a basis as in deemed equitable by the Board of Trustees, and may also prescribed a schedule of hours covering use of water for lawn and garden purposes; provided that if any time the total water supply be insufficient to meet all of the needs of all Users for both domestic and livestock purposes before supplying any for lawn and garden purposes.

7. The User agrees that no other present or future water source will be connected to any waterlines served by the Trust's waterlines and will disconnect from his present water supply prior to connection to and switching the Trust's system.

8. The User shall connect his service lines to the Trust's water distribution and/or waste disposal system and shall connect to the system on the date service is made available to the User by the Trust. Water Sewer and/or Waste disposal charges to the User shall commence on the date service is made available, regardless of whether the User connects to the system.
9. In the event the User shall breach this contract by refusing or failing without just cause to connect his service line to the Trust's distribution system as set forth above, the User agrees to pay to the Trust a lump sum of Three Hundred Dollars (\$300) as liquidated damages in that a breach by the User in either of the respects set forth above would cause serious and substantial damages to the Trust, and it would be difficult, if not impossible to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating, with exactness, the resulting damages. However, the Trust may collect additional damages upon actual proof thereof.
10. The failure of User to pay water, sewer and/or waste disposal charges duly imposed shall result in the automatic imposition of the following penalties;
 - A. Non-payment within ten days from the date will be subject to a penalty of ten percent (10%) of the delinquent amount.

- B. Non-payment of either the water or waste disposal service charge within thirty days from the due date will result in the water being shut off from the User's property.
 - C. In the event it becomes necessary for the Trust to shut off the water from a User's property, a fee of \$40.00 will be charged for a reconnect of the service.
 - D. Non-payment of any amount accruing hereunder for a period of sixty (60) days shall constitute a termination of this agreement, and all rights of the User to water, sewer and/or waste disposal service shall terminate. Upon such termination, the Trust may take such actions deemed reasonable and necessary to collect said amounts then due and owing, in addition to the damages provided in paragraph 10, next above, plus all court cost and attorney's fee incurred thereby.
-

11. In the event the User has obtained authority for an extension of Trust's existing line, User understands and agrees to abide by the rules and regulations regarding such extension and in the event User fails to comply Trust may terminate User's water supply.

12. Trust shall have no liability to User for disruptions of service due to water breaks, weather, catastrophe or under other reason beyond the reasonable control of Trust, and Trust makes no representation whatsoever other than as stated herein. User releases Trust of any liability for damages caused by the operation of the water/sewer and/or waste disposal systems, other than expressly assumed by Trust.

IN WITNESS WHEREOF, we have executed this agreement this, _____ day of _____.

PIEDMONT MUNICIPAL AUTHORITY
A PUBLIC TRUST

By: _____

User address and
phone: _____
