

**AGREEMENT FOR WATER SERVICES**

This **AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **ROOSEVELT COUNTY WATER COOPERATIVE, INC.** (hereinafter referred to as the "**COOP**"),

and \_\_\_\_\_ (Hereinafter referred to as the "**CONSUMER**"); and **WHEREAS**, the **CONSUMER** is: (initial all that apply)

_____ Corporation	_____ Sole-proprietorship
_____ Partnership	_____ Individual
_____ Married	_____ Single
_____ Renter	_____ Owner

**WHEREAS**, it is understood and agreed that, the **CONSUMER** has by executing this agreement become a member of the **COOP**; and that if the **CONSUMER** is married, the **CONSUMER'S** spouse is considered as one member for all purposes of the **COOP**, including the right to vote at any membership meeting; and **WHEREAS** the **CONSUMER** wishes for the **COOP** to provide water to the **CONSUMER** for domestic use.

**NOW THEREFORE**, the parties agree to the terms and conditions of the agreement attached hereto as Water Contract which is incorporated herein by agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the agreement as of the day and year first above written.

**OWNERSHIP OR FACILITY EASEMENT RIGHT OF WAY.** It is hereby agreed and the **CONSUMER** hereby acknowledges that all meters, and all lines and fixtures provided to such meter (s) are the sole property of the **COOP**. The **CONSUMER** hereby grants and conveys to the **COOP** an Easement and Right of Way to provide service, maintenance, and the Right of Access for removal and replacement of **COOP** property. If reasonably necessary, the **CONSUMER** agrees to provide the **COOP** a separate written document granting easement, access, and right of way to the **COOP** and the **CONSUMER SHALL BE LIABLE FOR THE FILING FEE INCIDENT TO FILING THIS DOCUMENT WITH THE APPROPRIATE FILING CLERK.**

Request to donate Capitol Credits to Scholarship Fund      Yes \_\_\_\_\_ No \_\_\_\_\_

**ROOSEVELT COUNTY WATER COOPERATIVE, INC.**

By: \_\_\_\_\_

**CONSUMER**

Name \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_

E-mail \_\_\_\_\_

Deposit	200.00
Membership**	25.00
Service Charge	5.00
Meter Installation	_____
Tax	.40
Other	_____
<b>Total</b>	<b>230.40</b>

\*\*Membership of \$25.00 is NON-REFUNDABLE

By signing this agreement, and in consideration of your acceptance of the terms and provisions set forth herein you agree to hold the Roosevelt County Water Cooperative harmless from any loss, injury, or damage suffered by you, your heirs or assigns, resulting from any explosion of your hot water heater.

By executing this document you further agree that you will indemnify and hold the Roosevelt County Water Cooperative harmless from any claim asserted by any quest or other third person that is injured on your premises due to such explosion. This indemnification shall include recovery of attorney's fees and costs incurred by the Roosevelt County Water Cooperative, which may be incurred in defending against such claim.

**Please have a licensed, qualified plumber insure that your water heater has an operating pressure relief valve.**

I have read and understood this warning.       \_\_\_\_\_

\_\_\_\_\_