

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)

<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole-proprietorship
<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual
<input type="checkbox"/> Married	<input type="checkbox"/> Single
<input type="checkbox"/> Renter	<input type="checkbox"/> 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 AND SPOUSE ARE 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.

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.**

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

ROOSEVELT COUNTY WATER COOPERATIVE, INC.

CONSUMER

By: _____

X _____

CONSUMER:

Name _____

Service Address _____

Mailing Address _____

Phone # _____

Email _____

Deposit	200.00
Membership**	25.00
Service Charge	5.00
Meter Installation	0.40
Tax	0.40
Other	
Total	230.40

**Membership of \$25.00 is NON-REFUNDABLE

Would you like to sign up for Text Message alerts? YES___ NO___

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 YOU, ANY GUEST 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.

ROOSEVELT COUNTY RURAL WATER COOP RESERVES THE RIGHT TO DISCONNECT ANY METER WHERE IT BELIEVES THERE IS A LEAK SUBSTANTIAL ENOUGH TO WARRANT A SHUTOFF OF SERVICE UNTIL THE CONSUMER, AFTER REASONABLE NOTICE, MAKES THE NECESSARY REPAIRS TO THEIR WATER SYSTEM AND STOPS THE LEAK.

SHOULD THE COOP DETERMINE THERE IS MORE THAN ONE (1) RESIDENCE AT THE SERVICE ADDRESS OR THAT ANOTHER RESIDENCE HAS BEEN ADDED AFTER SERVICE HAS BEEN CONNECTED, THE COOP WILL CHANGE THE CLASSIFICATION FROM "R" (RESIDENTIAL) ACCORDINGLY. THE CONSUMER AGREES TO NOTIFY THE COOP SHOULD EITHER OF THESE EVENTUALITIES OCCUR.

PLEASE HAVE A LICENSED, QUALIFIED PLUMBER TO ENSURE THAT YOUR WATER HEATER HAS AN OPERATING PRESSURE RELIEF VALVE.

I HAVE READ AND UNDERSTAND THE ABOVE WARNINGS. **X** _____