

## **ADDITIONAL RULES AND REGULATIONS**

1. In case the supply of water should fall, whether from natural causes, bursting of pipes, or accidents in any way, RURAL WATER DISTRICT NO. 4, WAGONER COUNTY, OKLAHOMA, shall not be liable for any damage by reason of such failure, nor shall it be liable in any event for damages to persons or property arising, accruing or resulting from the use of water or the furnishing of water hereunder. It being especially agreed that the liability of said District No. 4 for damages from the use of water shall cease at the property line of the consumer.
2. The quantity of water delivered to domestic consumers shall be ascertained by meter measurement and the quantity recorded by meter shall be conclusive upon District No. 4 and the consumer, except in the following cases: When the meter be found defective or cease to register, until the same shall be repaired or replaced, the quantity of water shall be ascertained by the average of another meter or by the amount consumed during a previous year or corresponding period.
3. All service, pipe and fixture from said District No. 4 service box are to be put in at the expense of the consumer, who shall keep the same in good repair, and while connected with the said attachments, service pipe and fixtures, will be subject to the inspection and control of the officers and agents of said District.
4. The District will provide a meter, upon the terms fixed in the application, which shall, together with any pipe, services or fittings belonging thereto, be known as and remain the property of District No. 4, and any interference therewith on the part of the consumer or any plumber or pipe fitter is strictly prohibited.
5. Particular care must be taken by all consumers to detect leaks or breaks permitting the leakage of water, and when the leakage of water is apparent, the use of water on the premises must be at once discontinued and written notice be given at the office of said District No. 4. A strict compliance with this rule is necessary to prevent injury to life and property.
6. If water is left running in the house during the occupant's absence, or lawns or gardens irrigated during any rationing period, or during non-rationing period with owners absent, it will be considered prima facie evidence of negligence and waste and the penalties set out in the agreement herein will be enforced at the option of the District.
7. Parties are prohibited from making any change in connections or meter without written consent of the District.
8. Inspectors, agents or any other employees of said District No. 4 are expressly forbidden to demand or accept any compensation from consumers for services rendered.
9. The undersigned further agrees that is, due to the shortage of water, he is asked to ration the use of water by the District, he will abide by such requests for rationing and if he refuses and fails to abide thereby and does negligently and willfully use water over and above actual personal needs inside of his house, dwelling or business during the rationing period, he will be subject to any penalties promulgated by the District.
10. Any delinquent bills or accounts will be subject to water disconnection, lock-off and additional fees.
11. The applicant hereby releases said District No. 4, its successors and assigns, for any loss, injury or damage which may be caused directly or indirectly to persons, the building or other property on

the premises by reason of freezing or bursting pipes, or for any variation in pressure or shortage of supply caused by breaks in the District pipes, or any other unforeseen accidents that may occur during the operation of the water plant.

12. Said District, by its authorized agents, shall at all reasonable hours have the right to enter upon the premises for the purpose of inspecting, reading and caring for the meter, inspecting the manner of water usage, to disconnect the service pipes thereon and shut off the water, for any of the following reasons:
  - a. For repairs or inspections
  - b. For want of supply
  - c. For non-payment of the bill ten (10) days after due date thereof
  - d. For fraudulent consumption of water
  - e. For making any change in the connection without written consent of District No. 4. (In case of deficiency of water, notice of the fact should be given forthwith at the office of District No. 4 or at a place hereafter designated by said District No. 4 that the defect may be remedied without delay)
  - f. For violation of any of the terms of this contract
13. District No. 4 reserves the right to change, modify, increase or reduce the rates charged for water, the manner of payment or collection of bills, and make any other modifications, additions or changes by action of the Board of directors or otherwise. Said District No. 4 reserves the right to add any changes to water bills required by state law, now existing, or that may be enacted in the future.
14. A charge of Thirty-Five (\$35.00) Dollars may be made on any returned checks.
15. The property owner is ultimately responsible for any charges related to the use of water or services provided by Wagoner County RWD #4. If a property within the District is sold, any unpaid charges related to water or services provided by the District must be paid in full at closing. Any unpaid charges left unpaid at closing will be the responsibility of the new owner and must be paid before water service can resume.

Our goal is to provide courteous, professional service to all our customers. Any discourtesy, incivility, neglect or failure on the part of the agents or employees of the District should be reported promptly to the District office. Thank you.

RURAL WATER DISTRICT No. 4,  
WAGONER COUNTY, OKLAHOMA