



CITY of WARR ACRES

5930 NW 49th Street
Warr Acres, Oklahoma 73122

AGREEMENT FOR SEWER SERVICE

for a

Limited Liability Corporation

WHEREAS, the undersigned, _____, a Limited Liability Corporation, organized or domesticated in the State of Oklahoma, ("Customer") has applied for sewer service to be supplied by the City of Warr Acres, Oklahoma ("City") to the premises described herein according to the applicable ordinances; and

WHEREAS, the premises to be served with sewer service is owned by the undersigned Customer; and

WHEREAS, in addition to occupying or using the described property, the Customer may lease and rent the described property from time to time for an anticipated profit and the ability to provide sewer service to the described property is of substantial financial benefit to the Customer, and

WHEREAS, the City provides sewer service to premises located within and beyond the city limits; and

WHEREAS, the City has in the past suffered, and will continue in the future to *suffer* substantial losses from the failure of persons and entities to pay for sewer service unless the City possesses the ability to enforce and collect fees for sewer service rendered to property served by the sewer system, and

WHEREAS, as an inducement to the City to provide sewer service to the property herein described, the Customer agrees to pay for any and all charges for sewer service provided to the described premises pursuant to terms and conditions of this agreement and all applicable ordinances;

NOW THEREFORE, in consideration mutual promises of the Customer and the City, the

parties agree as follows:

1. SERVICE. The City agrees to provide sewer services to the premises owned by the Customer in accordance with the ordinances, rules or regulations of the City of Warr Acres, Oklahoma. The premises to be served are located at and are otherwise legally described as:

_____ Addition Block _____ Lot _____

Oklahoma County, State of Oklahoma.

2. RESPONSIBILITY AND LIEN. The Customer agrees to responsible for all charges incurred as a result of sewer service being rendered by the City to the premises described herein. As an additional inducement to the City to provide such service and further to secure such obligation, **Customer hereby grants to the City a contractual lien on the described premises** to be enforced according the provisions of all ordinances, rules or regulations adopted by the City Council. In the event all charges for sewer service to the described premises shall be paid in full when due, the lien granted herein shall be void. The lien hereby granted shall be at all times subject to the rights available to Customer pursuant to 31 O.S. §1(A).

3. REPRESENTATIONS. The Customer represents and warrants to the City that the described premises to receive sewer service is currently owned by the Customer and that as such agrees to be responsible for all charges for sewer service until the City is notified in writing that the ownership of the premises has changed, and the new owner has executed a Sewer Services Agreement with the City agreeing to be responsible for charges for sewer service to the premises from and after the date of transfer. At such time, and if all charges for sewer service have been paid to the date of the ownership transfer, the undersigned shall be released from all obligations under this agreement.

Customer further understands that the authority to receive sewer service is granted solely on the information submitted on the application for sewer service and the Customer represents and warrants that such information is true and correct.

4. INGRESS AND EGRESS. For the purposes of service and maintenance of the City sewer lines and enforcement of any rights of termination due to failure to pay for sewer service to the described premises, the Customer hereby grants to the City the rights of ingress and egress in, through, over and across the described premises for such purposes.

5. ORDINANCES. All ordinances, rules and regulations governing, applicable or related to sewer service, as now existing or as hereinafter amended, are incorporated herein and enforceable as terms or conditions of this agreement as if fully set out.

DATED on this _____ day of _____, 20_____.

CITY OF WARR ACRES,
OKLAHOMA

CUSTOMER

By:

_____, LLC
By: Its _____

Clerk

Mailing Address:

City State Zip Code

Telephone Number

Address of Premises: _____

Billing Address: _____

Signature: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss
OKLAHOMA COUNTY)

Before me, a Notary Public, in and for this state, on this ____ day of _____, 20____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ____ executed the same as ____ free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)
Commission Expires: _____

NOTARY PUBLIC
Commission No. _____

City of Warr Acres

5930 NW 49th Street
Warr Acres, Oklahoma 73122
City Hall: 789-2892 Fax: 787-5432

Acct. No: _____

Application Date: _____

Deposit: \$50.00

Service Start Date: _____

CONTRACT FOR SERVICES

Service Address: _____

CUSTOMER INFORMATION

Name: _____

DOB: _____

Phone: (____) _____

SSN*: _____

DL #: _____

DL State: _____

Last Address: _____

Reference: _____

Phone: (____) _____

Place of Employment: _____

Phone: (____) _____

Has Customer Ever Had Utility Service In Warr Acres? _____ When: _____

PROPERTY OWNER INFORMATION (if different)

Name: _____

DOB: _____

Address: _____

SSN*: _____

Phone: (____) _____

DL #: _____

DL State: _____

Place of Employment: _____

Phone: (____) _____

Customer certifies that he / she is either a resident or the owner of the above referenced property for which service is requested, and that he / she shall be personally liable for all utility (garbage and sewer) and EMSA fees provided for in the Warr Acres Municipal Code for the above referenced service address until such time as customer has notified the City that he / she is no longer requesting utility service at the service address.

Signature _____

Date _____

THIS CITY IS REQUIRED BY THE OKLAHOMA CONSTITUTION AND THE CITY CODE TO COLLECT ALL FEES AND CHARGES FOR ALL SERVICES PROVIDED.

* Disclosure of Social Security Number is voluntary.