

MUTUAL AGREEMENT, ACKNOWLEDGMENT, AND RELEASE

TOWN OF BRADLEY AND RURAL WATER DISTRICT #3

The Town of Bradley, (hereafter, "Town") and the Rural Water District #3 (collectively hereafter, "RWD") hereby agree, attest, and represent the following:

1. The Town and RWD have entered into an agreement to allow RWD to use the Town barn (the "Barn") located at 125 5th Street, Bradley, Oklahoma 73011, owned by the Town for storage of water lines, meters, fitting parts and tools. More specifically, RWD would use the wall that backs up to the Clerk's office as the designated place for storing said instruments.
2. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of RWD. RWD reserves the right to obtain services from another source when necessary.
3. Each party agrees to indemnify, defend, and hold harmless the other. RWD shall indemnify and hold harmless the Town, and their officers, employees, and agents for any and all liability, claims, and losses of damages arising out of or alleged to arise out of RWD's negligence or failure in the performance of its work. The Town shall indemnify and hold harmless RWD for any and all liabilities, claims, and damages arising out of the Town's negligence or failure in the performance of its work.
4. Notwithstanding any references herein to successors or assignees, neither party shall assign this Agreement without the prior written consent of the other party.
5. This Agreement constitutes the entire Agreement among the parties and any changes to this Agreement must be in writing and signed by the parties hereto. The parties hereto agree that each has participated in the negotiations and preparation of this Agreement. Accordingly, neither party hereto shall be deemed the preparer of this Agreement.
6. Nothing contained in this Agreement shall create a master/servant, employer/employee, or principal/agent relationship between the parties hereto, and under no circumstances shall the employee, agents, or servants of either party be considered the employees, agents, or servants of the other at any time, under any circumstances, or for any purpose.
7. This Agreement may be terminated by either Party for cause, based on a breach of the terms of this Agreement, that, if termination is based on allegations of breach of contract, the Party claiming breach shall notify the other Party and provide them with written notice of such breach and fourteen (14) days to cure. Further, either

Party may terminate this Agreement for any reason by giving the other Party sixty (60) days' written notice after one year.

8. This Agreement is automatically renewed annually unless either Party terminates the Agreement by providing the other Party sixty (60) days' written notice after the one-year mark.
9. The Town and RWD declare, represent, warrant and acknowledge that they have read this Mutual Agreement, Acknowledgment and Release (the "Agreement") in its entirety and execute this Agreement voluntarily with and upon full knowledge and understanding of the contents, terms, significance, force, and effect of the provisions of this Agreement and the releases contained within the same.
10. It is expressly understood and agreed that the terms of this Agreement are contractual and not merely recitals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

John E. Moore
Rural Water District #3

Paul R. [Signature]
Signature of Authorized Representative/Agent

6-26-2025
Date

Rachel Hester
Rachel Hester
Town of Bradley Town Clerk

6/27/2025
Date

MUTUAL AGREEMENT, ACKNOWLEDGMENT, AND RELEASE

TOWN OF BRADLEY AND RURAL WATER DISTRICT #3

The Town of Bradley, (hereafter, "Town") and the Rural Water District #3 (collectively hereafter, "RWD") hereby agree, attest, and represent the following:

1. The Town and RWD have entered into an agreement to allow RWD to use the Town barn lobby (the "Lobby") located at 125 5th Street, Bradley, Oklahoma 73011 for secretary and billing clerk needs.
2. RWD is permitted to use the Lobby on Mondays and Tuesdays from 4:30 p.m. to 6:00 p.m. RWD may also use the Lobby for their needs the second (2nd) and fourth (4th) Thursdays of the month from 4:30 p.m. to 5:30 p.m.
3. This agreement permitting RWD to use the Lobby for secretary and billing clerk needs is contingent upon RWD paying the Town a rental fee of \$30.00 due on the first day of each month to cover the use of electricity and/or Wi-Fi.
4. Each party agrees to indemnify, defend, and hold harmless the other. RWD shall indemnify and hold harmless the Town, and their officers, employees, and agents for any and all liability, claims, and losses of damages arising out of or alleged to arise out of RWD's negligence or failure in the performance of its work. The Town shall indemnify and hold harmless RWD for any and all liabilities, claims, and damages arising out of the Town's negligence or failure in the performance of its work.
5. Notwithstanding any references herein to successors or assignees, neither party shall assign this Agreement without the prior written consent of the other party.
6. This Agreement constitutes the entire Agreement among the parties and any changes to this Agreement must be in writing and signed by the parties hereto. The parties hereto agree that each has participated in the negotiations and preparation of this Agreement. Accordingly, neither party hereto shall be deemed the preparer of this Agreement.
7. Nothing contained in this Agreement shall create a master/servant, employer/employee, or principal/agent relationship between the parties hereto, and under no circumstances shall the employee, agents, or servants of either party be considered the employees, agents, or servants of the other at any time, under any circumstances, or for any purpose.
8. This Agreement may be terminated by either Party for cause, based on a breach of the terms of this Agreement, that, if termination is based on allegations of breach

of contract, the Party claiming breach shall notify the other Party and provide them with written notice of such breach and fourteen (14) days to cure. Further, either Party may terminate this Agreement for any reason by giving the other Party sixty (60) days' written notice after one year.

9. This Agreement is automatically renewed annually unless either Party terminates the Agreement by providing the other Party sixty (60) days' written notice after the one-year mark.
10. The Town and RWD declare, represent, warrant and acknowledge that they have read this Mutual Agreement, Acknowledgment and Release (the "Agreement") in its entirety and execute this Agreement voluntarily with and upon full knowledge and understanding of the contents, terms, significance, force, and effect of the provisions of this Agreement and the releases contained within the same.
11. It is expressly understood and agreed that the terms of this Agreement are contractual and not merely recitals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


Rural Water District #3


Signature of Authorized Representative/Agent

6-26-2025
Date


Rachel Hester
Town of Bradley Town Clerk

6/26/2025
Date

MUTUAL AGREEMENT, ACKNOWLEDGMENT, AND RELEASE

TOWN OF BRADLEY AND RURAL WATER DISTRICT #3

The Town of Bradley, (hereafter, "Town") and the Rural Water District #3 (collectively hereafter, "RWD") hereby agree, attest, and represent the following:

1. The Town and RWD have entered into an agreement to allow RWD to use the Tractor and/or Backhoe (the "Equipment") owned by the Town.
2. RWD would be responsible for maintenance and upkeep of the Equipment. This includes but is not limited to oil changes, fuel refills, and/or repairs.
3. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of RWD. RWD reserves the right to obtain services from another source when necessary.
4. RWD is to return the Equipment in fully operating conditions, or they will be expected to pay the costs of repair or replacement for the Equipment.
5. Each party agrees to indemnify, defend, and hold harmless the other. RWD shall indemnify and hold harmless the Town, and their officers, employees, and agents for any and all liability, claims, and losses of damages arising out of or alleged to arise out of RWD's negligence or failure in the performance of its work. The Town shall indemnify and hold harmless RWD for any and all liabilities, claims, and damages arising out of the Town's negligence or failure in the performance of its work.
6. Notwithstanding any references herein to successors or assignees, neither party shall assign this Agreement without the prior written consent of the other party.
7. This Agreement constitutes the entire Agreement among the parties and any changes to this Agreement must be in writing and signed by the parties hereto. The parties hereto agree that each has participated in the negotiations and preparation of this Agreement. Accordingly, neither party hereto shall be deemed the preparer of this Agreement.
8. Nothing contained in this Agreement shall create a master/servant, employer/employee, or principal/agent relationship between the parties hereto, and under no circumstances shall the employee, agents, or servants of either party be considered the employees, agents, or servants of the other at any time, under any circumstances, or for any purpose.

9. This Agreement may be terminated by either Party for cause, based on a breach of the terms of this Agreement, that, if termination is based on allegations of breach of contract, the Party claiming breach shall notify the other Party and provide them with written notice of such breach and fourteen (14) days to cure. Further, either Party may terminate this Agreement for any reason by giving the other Party sixty (60) days' written notice after one year.
10. This Agreement is automatically renewed annually unless either Party terminates the Agreement by providing the other Party sixty (60) days' written notice after the one-year mark.
11. The Town and RWD declare, represent, warrant and acknowledge that they have read this Mutual Agreement, Acknowledgment and Release (the "Agreement") in its entirety and execute this Agreement voluntarily with and upon full knowledge and understanding of the contents, terms, significance, force, and effect of the provisions of this Agreement and the releases contained within the same.
12. It is expressly understood and agreed that the terms of this Agreement are contractual and not merely recitals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[Handwritten Signature]
Rural Water District #3

[Handwritten Signature]
Signature of Authorized Representative/Agent

6-16-2025
Date

Rachel Hester
Rachel Hester
Town of Bradley Town Clerk

6/26/2025
Date