

SURPLUS WATER PURCHASE AGREEMENT

NAME OF OWNER: _____

C.D.L.: _____ **or Federal Tax I.D. Number** _____

DATE OF BIRTH: _____ **COMPANY:** _____

HOME PHONE NUMBER: _____ **EMERGENCY NO:** _____

MAILING ADDRESS: _____

Water is to be metered and supplied through a designated connection to the purchaser. Purchaser is responsible for locking the supply point to ensure that water is not used by third parties and purchaser agrees to assume responsibility for all metered use regardless of use.

Water usage rates are defined in Appendix B

The deposit will be refunded upon termination of the use so long as the purchaser has not violated any District rules or regulations, is not delinquent on any payments, and has not damaged and District property. If purchaser has violated and District rules or regulations or damaged and District property the deposit will become forfeit and this agreement may be immediately revoked at the sole discretion of the District.

Purchaser will be billed monthly and payment will be due on the 20th of each month.. Bills not paid in full within 20 days of mailing will be subject to 10% penalty per month until paid in full. Failure to pay will result in the termination of service. Legal action may be applied to collect unpaid balances.

Purchaser agrees to notify the District of his/her intent to terminate his/her usage in writing 48 hours prior to termination and failure to do so will result in additional monthly bills regardless of water usage.

Upon termination, the remaining bill will be calculated and deducted from purchaser's deposit, a final payable on receipt bill will be sent to purchaser. If the final bill is not paid within 20 days of mailing, an additional 10% penalty and interest at a rate of 2% per month will be added to the final bill.

The District does not guarantee any set volume, pressure, or continuous supply of water. In case of emergency, community water shortage, or delinquent payment, the water supply to purchaser shall be discontinued immediately without notice. The District has the right to terminate this agreement at any time for any reason. The purchaser will hold the District harmless from any liability that may result from the purchase and/ or discontinuance of water supply.

By signing this application you agree to the terms outlined above and accept full responsibility.

Authorized Purchaser Signature

Date