

## Application and Agreement for Untreated Water Service

\_\_\_\_\_ (Applicant) has requested the Amador Water Agency (Agency), to sell and deliver to Applicant from the Agency's Untreated Water System, untreated irrigation water for use by Applicant on Applicant's premises at \_\_\_\_\_, County of Amador, State of California.

Agency is willing to comply with Applicant's request subject to the following terms and conditions:

All deliveries of water hereunder shall be made in accordance with Agency's rules and regulations legally established and made a part hereof by reference and Applicant shall pay Agency for water so delivered in accordance with Agency's applicable rates upon receipt of a bill from Agency therefor.

Applicant will be provided service under Agency's Rate Schedule No.\_\_\_\_, a copy of which is attached hereto for Applicant's information. The Agency may change such schedule from time to time and Applicant agrees to pay the then prevailing rate.

Deliveries of water hereunder shall be made by Agency to Applicant from said meter, at not more than the maximum rate of flow as permitted by the meter to be installed hereunder. Size of said meter as approved by Agency shall be \_\_\_\_ inch.

The Agency shall use due diligence in delivering water to Applicant, but shall not be liable for insufficiency, interruption or curtailments of water delivery caused by acts of God, accident, fire, strikes, riots, war, water conditions, actions or decisions by any governmental agency, office or court or other conditions beyond the Agency's control. The Agency may temporarily discontinue or reduce the amount of water delivered to Applicant for purposes of maintaining, repairing, replacing and investigating or inspecting any of the facilities necessary for the delivery of water to Applicant. Insofar as feasible, the Agency shall give Applicant notice in advance of any such temporary discontinuance or reduction, except in the case of emergency, in which case no notice need be given. Applicant agrees to indemnify and hold the Agency and its officers, directors, agents or employees harmless against any and all loss, damage expense or liability arising out of or in any way connected with any insufficiency, interruption or curtailment of water pursuant to this paragraph. At the election of the Agency, Applicant shall either defend any suit brought against the Agency asserting a claim covered by this indemnity or pay the Agency's costs and reasonable attorney fees for such defense.

The term of this Agreement shall be for one (1) year from and after the date hereof and thereafter from year to year, provided, however, either party shall have the right to terminate this Agreement at the expiration of either the initial year hereof or any subsequent contractual year by giving the other giving the other party thirty (30) days written notice prior to the expiration of any such year of a desire for such termination.

For each year subsequent to the initial year hereof during which this Agreement shall continue in full force and effect, it shall be deemed to constitute an application for untreated water service for such subsequent year for the same purposes at the same maximum rates of flow during the same periods and under the same conditions as herein above provided unless Applicant shall on or before \_\_\_\_\_ of any such subsequent year notify the Agency in writing of a desired change in the rate of delivery for such subsequent year; and if approved by the Agency, such change rate shall be the rate hereunder for every year thereafter, until another requested change is approved as herein provided. It being agreed, however, that nothing herein shall prevent Agency, in accordance with its said Rules and Regulations, from equitably allocating deliveries hereunder in the case of an insufficiency of water.

It is the policy of the Agency to protect its open ditches from physical damage and to protect the water flowing in it from undue contamination. The Agency requires anyone doing work within an area 100 feet above or within an area 50 feet below its ditch system to obtain approval from the Agency prior to beginning such work. Work shall include any activity that may damage the ditch and cause leakage, siltation, blockage, contamination or any other negative impact on the normal operation and flow of water in the ditch.

**All water which the Agency delivers to Applicant pursuant to this Agreement will be untreated water which insofar as the Agency is concerned is not deemed to be potable or intended or offered for consumption by humans or animals. Applicant hereby agrees to indemnify and hold the Agency, its officers, directors, agents and employees harmless from any costs, expense, claim, suit or judgment of damages of any nature whatsoever arising out of or in any way connected with the use of water for such purposes. At the Agency's election, Applicant shall either defend any suit brought against the Agency asserting a claim covered by this indemnity or pay the Agency's costs and reasonable attorney fees for such defense.**

No assignment or transfer of this Agreement, or any part thereof or interest therein, shall be valid.

Extended this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

AMADOR WATER AGENCY

APPLICANT

\_\_\_\_\_  
FINANCIAL SERVICES MANAGER

\_\_\_\_\_  
OWNER/ TENANT  
Service Address:

\_\_\_\_\_  
\_\_\_\_\_