

TUOLUMNE UTILITIES DISTRICT
APPLICATION AND ANNUAL AGREEMENT FOR SUPPLEMENTAL WATER SERVICE

_____ ("Applicant") has requested TUOLUMNE UTILITIES DISTRICT ("District") to sell to Applicant untreated "Supplemental Water" during the current year, and to deliver the same to Applicant from District's _____ Ditch at the rate of flow and delivery method stated in paragraph four, herein, and charged at the rate listed for Irrigation Customers in the District's Water Rules and Regulations, Exhibit B, for use on the following described parcel: APN#: _____. The District is willing to comply with the request subject to the following terms and conditions:

1. Compliance with Rules and Regulations. Delivery of water will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that the water will be delivered only from available supplemental water as determined by the District, and that nothing will prevent District from denying, restricting or apportioning deliveries hereunder in the case of insufficient water supply.

2. Payment. Applicant shall pre-pay a deposit for one acre-foot of supplemental water at the time of application for service, and at the District's current rate for such untreated water, provided, however, that in the event that the District must purchase water from PG&E, the Applicant agrees to pay an additional amount per acre-foot for all water delivered to Applicant. In such an occurrence, Applicant's payment for that water will equal the per acre-foot cost to TUD of purchasing that amount of water from PG&E, plus the District's current rate for untreated water. Billing by District for the additional PG&E cost shall be paid by the Applicant on or before March 1st of the following calendar year. No Agreement for supplemental water in any ensuing year shall be made with Applicant or for delivery to that property unless all previous billings have been paid. Delinquent bills shall be collected pursuant to District Water Rules and Regulations. The District shall endeavor to notify existing supplemental water customers at the end of spill, of the probability of having to purchase such supplemental water from PG&E.

3. Untreated, Non-Potable Water. Applicant hereby acknowledges that all water supplied hereunder is untreated water from the District's open ditches, canals and conduits, and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for, residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water, unless authorized in writing by the California State Department of Public Health and the Tuolumne County Environmental Health Department, shall permit District to void this agreement and District shall thereby be released from any obligation for the delivery of such water. Applicant shall defend, indemnify and hold the District and its officers and employees harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.

4. Delivery of Water. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts a District facility and measurements shall be made as near thereto as practicable. Measurement shall be by _____ MID/meter. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District; provided that the cost to the District of all labor and materials, including measuring devices, to provide for the diversion of water from said District facility shall be paid by Applicant promptly upon being billed by District. All conduits necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant, and Applicant shall be responsible for the maintenance and operation thereof. No service to other parcels may be made without a written District Agreement. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.

5. Outages. District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. Outages may last seven or more consecutive days, and applicant is advised to install facilities for adequate storage of a minimum fourteen-day water supply. In the event of any curtailment of the delivery of water for lack of availability or for any other cause, including a reduction or interruption of the water supply because of drought, errors in operation, or for other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising or resulting therefrom.

6. Term. The term of this agreement shall be for the remainder of the current calendar year, and shall terminate on December 31st of this year; provided, however, that either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice, but amounts due for water delivered shall be paid.

Applicant:	Approved by TUD	Tuolumne Utilities District:
_____	_____	_____
Signature / Title	Date	Peter J. Kampa, General Manager
Name of Applicant : _____	Service Address: _____	
Mailing Address: _____	Telephone: _____	Account No.: _____
_____	Outlet No.: _____	Contract Rate: _____
Scheduled Date of Termination: _____		