



TRI-COUNTY WATER CONSERVANCY DISTRICT

Tap# _____

SERVICE AGREEMENT FOR WATER SERVICE CONNECTION

Name: _____

Mailing Address: _____

Email: _____ Phone: _____

Hereinafter called Customer, who shall be the owner of the property on which the water shall be used, hereby applies to Tri-County Water Conservancy District, hereinafter called District, for the perpetual furnishing of water for domestic, irrigation, commercial, industrial, and stock watering purposes through a meter and service connection, delivering water from the District water main on Road _____ situated in _____ County, Colorado, to lands described as follows: (INSERT LEGAL DESCRIPTION BELOW AND ATTACH COPY OF DEED)

This service agreement is subject to all relevant provisions of the Water Conservancy Act (C.R.S. Title 37 Article 45) as amended, and the rules, regulations and operating policies of the District as they may be adopted or amended.

The Customer requests that a meter, suitable for the service connection desired, be installed on such connection, together with a suitable meter pit and in accordance with the rules, regulations and operating policies of the District as the same is amended. The meter is the responsibility of District. All service facilities past the meter are the responsibility of Customer.

In consideration for the performance by the District of its obligations to furnish water, and install and maintain a meter, the Customer agrees:

- 1) To pay the sum of \$_____ for the plant investment fee and additional fees in the sum of \$_____ for tap installation. This service shall serve only one (1) residence on one parcel as defined in District's operating policy.
- 2) The Customer further agrees:
 - (A) To pay the current water rates of the District or such rates as may be established by the District. To provide and maintain his facilities for the reception and use of water delivered from said meter. No obstructions shall be constructed on, over, or around the meter or any of the District's infrastructures.
 - (B) To assume all responsibility for damages that may arise from the breakage of or leakage from the Customer's service facilities including damage by water.
 - (C) To accept a minimum of 20 psi at the meter or such additional pressure as may be available and will provide private facilities as may be necessary to maintain the customer's desired pressure.
 - (D) To recognize that any fire hydrant located on the Tri-County Water system may not provide sufficient flows for fire protection purposes and hereby releases the District from any liability due to inadequate flows.
- 3) In the event there is a shortage of water caused by drought, inaccuracy in distribution, hostile diversion, prior or superior claims, or other causes not within the control of the District, no liability shall accrue against the District, or any of its officers, agents, or employees, or any of them for any damage, direct or indirect, arising therefrom, and the payment to the District provided for herein shall not be reduced because of any such shortage or damage. The District shall not be liable for any damage attributable to pressure fluctuations or loss of water caused by breakdown of facilities or transmission lines.

- 4) Payments for water pursuant to this application and service agreement shall first become due at such time or times as the District by its rules, operating policies, and regulations, as amended, shall provide.
- 5) As a part of the consideration for supplying water under this application and service agreement, the Customer, without further consideration, does hereby grant to the District rights-of-way to construct, install, and maintain all water mains and facilities necessary to provide service in the District, including, without limitation, the main distribution lines and other infrastructure, together with all-weather vehicular right-of-way of ingress and egress to read and service the meter and appurtenances. Upon request of the District, the Customer will execute such easements or other instruments of conveyance necessary to establish such rights-of-way over and across the above described land owned by Customer. The District will use due diligence to prevent any damage to lands of the Customer resulting from such use.
- 6) The monthly quantity of any individual user or group of users on any particular portion of the system may be regulated or prorated by the District if in its judgment the demand, in the light of the capacity of the District's system, requires such limitation or regulation of use.
- 7) The right to use of water shall be forfeited and terminated for non-payment of any District charges, assessments, or installments, or for default or failure to comply with any order, contract or agreement for the purchase, lease or use of water, or for failure to comply with the rules, regulations, and operating policies of the District as amended.
- 8) The Customer agrees that all charges accruing to the District by virtue of the application and service agreement shall be a lien upon the above described property. In the event of default by the Customer in the performance of any of the terms and conditions of this agreement, all amounts then owing or thereafter accruing to the District shall become immediately due and payable. In the event of the foreclosure of said lien by the District, the Customer agrees to pay the expenses incurred by the District including reasonable attorney's fees. In such event the Customer shall forfeit all right to service from this service connection and the fees paid for this service connection.
- 9) The covenants and agreements in this application shall be binding upon the Customer, heirs, legal representatives, successors and assigns, and this application shall be binding upon the above described property as covenants running with the land. I certify that I have received a copy of the foregoing agreement and have read and understand the terms of this agreement. I agree to abide by all the terms and provisions stated therein.

SIGNED THIS _____ DAY OF _____, _____.

OWNER OF LAND ABOVE DESCRIBED

It is ordered that the foregoing application be approved this _____ day of _____, _____.

Michael J. Berry, General Manager