

Association Member Water User's Agreement for members with non-interruptible water right

This agreement is entered into between the Aston Irrigation Association, a nonprofit corporation, hereinafter called the Association and _____, member(s) of the Association, hereinafter called the Member.

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water user's agreement as required by the Bylaws of the Association and Washington State law.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitations set out in the Bylaws, rules and regulations of the Association, as well as local, state, or federal laws, rules and regulations now in force or as hereafter amended, such quantity of irrigation water under Certificate of Water Right No. S4-24234C, and any other water rights obtained in the name of the Association, and as allocated by the State of Washington Department of Ecology, hereinafter "allocated amount", upon the Member's following described property: Parcel number _____, hereinafter called the "premises".

This parcel has been allocated a water right of _____ acres at a rate of 4 acre-feet per year or a maximum annual use of _____ gallons of water for the period of April 15 to October 15th.

The Member must have a signed copy of this Water User's Agreement on file with the Association.

Access:

- A. If a water meter is installed upon the premises for the purposes of metering the allocated amount to be delivered to the premises by the Association, or if the Association shutoff valve that shuts off the flow of irrigation water to the premises is located upon the premises, the Member does hereby grant to the Association, its agents, employees, successors and assigns, the right to enter upon the premises at any time, and without prior notice to the member, for the purposes of reading the water meter installed on the premises, or to perform a shutoff/lockdown of delivery of irrigation water to the premises from the Association, as long as the water meter and/or shutoff valve remain on the premises.
- B. If a water meter and/or shutoff valve is not located upon the premises, the Association shall have no right of access to the premises, except by consent of the Member.
- C. If a water meter and/or shutoff valve are located upon the premises, and the Member desires not to allow the Association access to the premises, it shall be the Member's responsibility to relocate such water meter and/or shut off valve in the Association's utility easement, and until such time, the Association shall have access as provided in paragraph A above.

Connectivity: The Member shall install and maintain at the Member's expense a service line for the Member's premises, which shall begin at the Association valve and/or meter and extend to the place of use. The Member shall have only one connection and it must be metered. All irrigation water delivered to the Member's premises must pass through said meter. The Member's service line shall connect to the Association's valve at such place designated by the Association, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of irrigation water at that point. The Member may commence to use irrigation water from the Association's system on the date the irrigation water is made available to the Member by the Association providing all requirements of this Agreement have been met. The Member shall be solely responsible for all maintenance of such service line and meter and will keep such service line and meter in a good state of repair without leaks and/or seepage there from.

Compliance: The Member agrees to comply with and be bound by the Articles of Incorporation, Bylaws, and rules and regulations of the Association, as well as any local, state, or federal laws now in force, or as hereafter duly and legally supplemented, amended, or changed.

It shall be the Member's responsibility to establish a program of watering to efficiently use and allow for the total gallons of the allocated amount to the premises. The member shall not exceed the allocated amount, and shall monitor and self-regulate irrigation water use in such a manner so as not to exceed such allocated amount. The Association shall have the authority to shut off (lock out) irrigation water from being delivered to the premises if the member violates this Agreement, or assess penalties as set forth in the Bylaws, if a member exceeds the allocated amount to the premises.

Fees: The Member agrees to pay for irrigation water and/or maintenance and capital improvement assessment at such rates, time and place as shall be determined by the Association and the Association's Bylaws, rules and regulations, or which may be hereafter adopted, amended or imposed by the Association.

The Member agrees to be responsible for the costs of purchasing and installing a water meter adjacent to the Association's valve. The Association shall have exclusive right to the use of such meter and valve.

All annual water user fees and/or maintenance and capital improvement assessments imposed are due and payable by the **15th of April** of each irrigation season. The failure of a Member to pay the annual water use fees or maintenance and capital improvement assessments duly imposed shall result in the imposition of the following penalties:

- nonpayment within 30 days from the due date will result in the water being shut off to the Member's premises.
- A reconnection fee of \$30 plus time and materials will be required for reconnection of service which was terminated for non-compliance with the agreement.

Meter reading: The meter will be read monthly as determined by the Board of Directors.

Shutoff or rationing of water: The Association shall have final authority in any question of

location of any service line connection to its distribution system and may shut off water to a Member who allows a connection or extension to another user, creates a bypass of the meter, creates a cross connection with any other water system, or in any other way fails to comply with this Agreement. In the event the total water supply shall be insufficient to meet all the needs of the members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such a basis as is deemed equitable by the Board of Directors and may also prescribe a schedule of hours covering the use of the water.

Transfer of ownership: The Member will be solely responsible for notifying the Association of any transfers of ownership of the above-described property and rights associated with membership in the Aston Irrigation Association. Until such notification is received, in writing, by the Association, at the official Association address listed above, the Member shall be solely responsible for all duly imposed water charges, penalties thereon, and any reconnection charges.

Attorney fees and Venue: In the event that litigation is commenced to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to the reasonable attorney's fees and costs incurred in any such litigation, including arbitration and appeal. Venue shall be in Okanogan County, Washington.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20 ____.

Member Signature

Print Name

Member Partner or Spouse Signature

Print Name

Please return signed and dated agreement to the Association: PO BOX 3233 Omak, WA 98841
Make a copy for your records.