

**WATER USERS' AGREEMENT NEW INSTALLATION WATERFALL COMMUNITY  
WATER USERS' ASSOCIATION**

This agreement entered into and between the WATERFALL COMMUNITY WATER USERS' ASSOCIATION, a nonprofit corporation, hereinafter called the "Association," and

\_\_\_\_\_ member(s) of the Association hereinafter called "Member".

**WITNESSETH**

Whereas the Member desires to obtain water from the Association:

Whereas, as a condition to providing water to member, the Association requires that member enter into the following Water Users Agreement:

NOW THEREFORE, in consideration of 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 its bylaws, rules and regulations, and Water Service and Usage Policies now in force or as hereinafter amended, a service connection with the Member's ownership of the following described property:

Address \_\_\_\_\_ Unit \_\_\_\_\_, Block \_\_\_\_\_, Lot(s) \_\_\_\_\_

The Member agrees to grant to the Association, its successors and assigns, a perpetual easement, in, over, and under and upon the above-described land of not less than five feet (5'), as specified by the Sanitary Projects Act. The Member agrees to grant the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.

The Member agrees to comply with and be bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and Water Service and Usage Policies, now in force, or as hereafter duly adopted by a majority of the membership of the Association and to pay for services at such rates, time, and place, as shall be determined by the Association. The Member agrees to the imposition of such penalties for noncompliance as are set out in the Association's Bylaws, Rules and Regulations, and Water Service and Usage Policies, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a new connection fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Membership issued per Article IX, Section 3 of the Bylaws, shall not incur an additional connection fee. The Association shall purchase 2 and install a cutoff

valve and back flow prevention and shall also install a water meter in each service, referred to hereafter as the service connection. The Association shall have exclusive right to use equipment in the connection can.

On their property, the Member shall install and maintain at the Member's expense a service line with an appropriate cutoff valve to be connected at the house and a service line extended to the Association's meter can. The annual or standby dues, (only annual water dues are prorated if applicable to the Member) shall commence on the date services are made available, regardless of whether the member connects to the system.

The Association shall have final authority over any question of location of any service line connection to its distribution system. The Association shall determine the allocation of water to the Members in the event of a water shortage; and shall shut off water to a Member who allows a connection or extension to be made of the Member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association shall prorate the water available among the various Members. The Board of Directors shall prorate on such a basis as is deemed equitable and shall also prescribe a schedule of hours covering the use of water.

The Member agrees that no other present or future source of water shall be connected to any waterlines serviced by the Association's water lines. The Member shall disconnect from the present water supply prior to connecting to and switching to the Association's system and shall eliminate their present or future cross-connections in the Association's system.

The failure of a Member to pay the annual dues or fees and special assessments duly imposed shall result in the automatic imposition of the following penalties:

1. Non-payment within sixth (60) days from the due date will result in the water being shut off from the Member's property to the service connection. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the Board of Directors shall be charged.

2. Non-payment within ninety (90) days from the due date will result in termination of the membership in the Association according to Article VIII, Section 4 of the Association's bylaws.

3. In the event membership is terminated due to non-payment, the Association will register a lien on the member's property for monies owed at the Otero County New Mexico Courthouse.

In the event that the property is sold prior to the service connection on the member's property, the initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) will be refunded. New owners that wish to have water service provided by the Association will complete this form to begin the process.

Future amendments to this document adopted by the membership are binding on this agreement.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Member's Signature

Association's Seal

\_\_\_\_\_  
President, Waterfall Community Water Users Association

\_\_\_\_\_  
Secretary, Waterfall Community Water Users Association