

Water User's Agreement - Transfer of Service
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 User's 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 transfer, subject to the limitations set out in its Bylaws, Rules and Regulations for Water Service Connection and Usage, and Water Usage Policy and Services now in force or as hereinafter amended, the existing service connection with the Member's ownership of the following described property:

Address _____

Unit _____, Block _____, Lot(s) _____

Other Legal Description _____

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 for Water Service Connection and Usage, and Water Usage Policy and Services, 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 Usage Policy and Services, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a transfer of existing service fee in the amount of Eight Hundred Dollars (\$800.00). Membership issued per Article IX, Section 3 of the Bylaws, shall not incur an additional connection fee. The Association shall have exclusive right to use equipment in the connection can.

On their property, the Member shall 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 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 shutoff 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 basis as is deemed equitable and shall also prescribe a schedule of hours covering 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 5 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.

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 _____, 20__.

By: _____
Member's Signature

Association's Seal

President, Waterfall Community Water Users Association

Secretary, Waterfall Community Water Users Association