

**THE GUNNISON TUNNEL PROJECT**  
**The Uncompahgre Valley Water Users Association**

601 North Park Ave. \* P.O. Box 69 \* Montrose, CO 81402-0069

Phone: 970-249-3813      Fax: 970-249-6830

CONTRACT # \_\_\_\_\_

Ditchrider # \_\_\_\_\_

THIS AGREEMENT, made at Montrose, Colorado on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between the Uncompahgre Valley Water Users Association, First Party and,  
\_\_\_\_\_ name, Second Party,

Name

Mailing Address:

Pump Location (if different than mailing address):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-Mail

**WITNESSETH:**

WHEREAS, First Party is operating the Uncompahgre Project consisting of the Gunnison Tunnel, South Canal and other canals and ditches within the said Project under contract dated December 13, 1948, with the United States of America; and

WHEREAS, First Party is obligated to make delivery of water to water users within said project boundaries, which said water users are owners of lands within the boundaries of said project, who have stock subscriptions with the First Party, water right applications and agreements applicable to the contracts with First Party and the United States of America; and,

WHEREAS, Second Party desires delivery of water from said canals and ditches, which said water is not to be delivered to or used upon agricultural lands in connection with which stock subscriptions have been made, nor has there been a water right application made for said lands;

NOW THEREFORE, the parties agree as follows, to wit:

For and in consideration of the sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged, First Party agrees to deliver for the current irrigation year, .02 cubic feet of water per second of time during the portion of said year when the water is available at the point of diversion from the ditch system

operated by First Party. Second Party shall be required to install a pump with no larger than a **¾ inch outlet** to make use of the water and shall be solely responsible for all costs and expenses associated therewith.

First Party shall only be responsible for the delivery of water as above specified when and if water is available in excess of that amount called for by the water users within the said Uncompahgre Project, said “water users” meaning those persons or entities who are the owners of agricultural lands within said project who hold stock of the First Party and signed water right applications.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties to this Agreement that such water users are entitled to receive any and all water carried through First Party’s ditch system and appropriated to the said Uncompahgre Project, until their demands are met in full, and no water may be delivered to the Second Party herein until such demands of said water users are supplied in full. Notwithstanding the notice provisions below for cancellation of this agreement, in the event that the Uncompahgre Project is required to operate at 80% or less, the First Party may at its sole discretion suspend this Agreement and immediately require removal of the pump or discontinuation of its use. The First Party will notify the Second Party in writing at the address above that due to the system operating at 80% or less the Second Party must immediately suspend use of his/her/its pump. In the event that the Second Party fails to comply with the requirement to suspend use, the First Party may remove said pumping system or intake from any canal, lateral, or ditch. The First Party shall not be responsible for any damages to equipment, crops, lawns, or other irrigated property due to the removal of a pump or pumping system.

IT IS MUTUALLY UNDERSTOOD AND AGREED that this Agreement shall not in any manner or way be construed as continuing from year to year but may be RENEWED each year at the sole discretion of the First Party after paying the amount billed by First Party. THE AGREEMENT MAY BE CANCELED WITH A 30 DAY WRITTEN NOTICE GIVEN TO SECOND PARTY BY FIRST PARTY FOR ANY REASON. Notice shall be deemed given upon mailing by posting in the United States Mail, first class postage prepaid, to Second Party at the address stated above, or the last address provided by Second Party to First Party. The delivery of water to the Second Party shall not create any right in the Second Party to have delivery continue in future years, and Second Party shall not become an appropriator of any water by virtue of this Agreement for the delivery of water by First Party to Second Party. THIS AGREEMENT IS NOT TRANSFERABLE OR ASSIGNABLE BY SECOND PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF FIRST PARTY.

IT IS UNDERSTOOD AND AGREED that water deliveries shall be made at the point of diversion on the First Party’s works and that Second Party shall be solely responsible for said water after the same has been turned from First Party’s works, which point of diversion is from the \_\_\_\_\_ ditch or canal at \_\_\_\_\_.

Notices or other communications required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid, to the parties at their respective addresses set forth herein or to such other address as shall be furnished in writing by the party to whom notice is given and such notice or other communication shall be deemed to have been given as of the date so mailed.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties agree that all the provisions hereof shall be construed in accordance with and governed by the laws of Colorado, without giving effect to its conflicts of laws principles. Any judicial proceedings on

any dispute arising out of this Agreement or any matter related thereto shall be brought in the courts of Montrose County, Colorado and, by execution and delivery of this agreement, each of the parties hereto accepts for itself the exclusive jurisdiction and venue of the aforesaid courts as trial courts.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, legatees, personal representatives, successors, and assigns.

The Second Party shall indemnify and hold harmless the First Party against any liability for damages caused to the equipment or irrigation system of the Second Party as well as any damages arising to the Second Party or any other party due to any act or omission of the Second Party in the use of irrigation water or due to cancellation of this Agreement.

This Agreement may not be amended unless in writing signed by both parties. This Agreement is subject to any future policy changes of the Board of Directors of the First Party that may impact the First Party's ability to perform this Agreement.

If a court of competent jurisdiction determines that any restriction in a clause or provision of this Agreement is void or illegal or unenforceable, the other clauses and provisions shall remain in full force and effect and the clause or provision determined to be void or illegal or unenforceable shall be so limited that it shall remain in effect to the full extent permitted by law.

If any action at law or in equity is brought to interpret or enforce this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and disbursements from the other party or parties in addition to any other relief to which he or they may be entitled.

Whenever the context so requires, the masculine shall include the feminine and the singular shall include the plural, and conversely.

Nothing herein contained shall be construed as binding upon the United States of America to continue delivery of such water in the event the United States resumes operations of the Uncompahgre Project during the term of this Agreement.

Signature of Applicant(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Expressly subject to the conditions herein above set out, the herein application is approved.

By \_\_\_\_\_ Uncompahgre Valley Water Users Association

***WARNING: This application shall not be valid or effective unless and until it has been approved at a meeting of the Board of Directors of the Uncompahgre Valley Water Users Association.***