

MENOKEN WATER DISTRICT ACCT #
APPLICATION AND SERVICE AGREEMENT
FOR WATER AND SERVICE CONNECTION

NAME(S):

PHONE:

MAILING ADDRESS:

Hereinafter called applicant, who will be the owner of the property on which the water will be used, does hereby apply to Menoken Water District, hereinafter called District, for the perpetual furnishing of water for domestic, commercial, industrial, stock watering, and irrigation purposes through a meter and service connection, delivering water from the District water main situated in Montrose County, Colorado, to lands described as follows: **INSERT LEGAL DESCRIPTION BELOW AND ATTACH COPY OF DEED**

The service connection and associated rights will become a part of and attached to the property described above.

A standard residential water tap may serve only one residence per State of Colorado law and in accordance with the Menoken Water District Standard Operating Policy. An owner will be required to purchase an additional tap for each additional residence and to pay monthly minimum charges for each tap. Please refer to Menoken Water District's Standard Operating Policy for more detailed information. A copy is available at the District office or can be downloaded from the District's website.

No fences or obstructions will be constructed on or over the meter and the District's water main. The district will not be liable for damage, removal or replacement of landscaping installed on or around Districts meter and water main.

This application and service agreement is subject to the rules, regulations and operating polices of the District as they may be adopted or amended.

The applicant requests that a meter, suitable for the service connection desired, be installed on such connection, together with a suitable meter box and in accordance with the rules, regulations and operating policies of the District as the same be amended.

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

- (1) For new installations: to pay the current tap fee for System capacity and 100% of excavation costs. Tap and meter installation to be invoiced upon installation completion.
- (2) To pay any additional expenses for road, ditch or driveway crossings, and any road surface and shoulder repairs. Permits and traffic control.
- (3) The applicant further agrees:
 - (a) To provide and maintain his own transmission facilities (and pressure regulation as may be necessary) for the reception and use of water delivered from said meter.

- (b) To assume all responsibility for damages arising from the breakage or leakage of the applicant's 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 his own facilities as may be necessary to maintain his desired pressure.
 - (d) To recognize that any fire hydrant located on the Menoken Water District system may not provide sufficient flows for fire protection purposes and hereby, releases the District from any liability due to inadequate firefighting flows.
 - (e) To pay the current water rates and associated fees of the District or such rates as may be established by the District.
- (4) 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 will 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 will not be reduced because of any such shortage or damage. The District will not be liable for any damage attributable to pressure fluctuations or loss of water caused by breakdown of facilities or transmission lines.
- (5) Payments for water pursuant to this application and service agreement will first become due at such time or times as the District by its rules, operating policies, and regulations, as amended, will provide.
- (6) As part of the consideration for supplying water under this application and service agreement, the applicant, 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, service lines necessary to render service to the applicant, 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 applicant 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 applicant. The District will use due diligence to prevent any damage to lands of the applicant resulting from such use.
- (7) 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 judgement the demand, in the light of the capacity of the District's system, requires such limitation or regulation of use.
- (8) The right to use water will be forfeited and terminated for nonpayment of any lawful 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.
- (9) The applicant agrees that all charges accruing to the District by virtue of the application and service agreement will be a lien upon the above described property. In the event of default by the applicant in the performance of any of the terms and conditions of this agreement, all amounts then owing or thereafter to the District will become immediately due and payable. In the event of the foreclosure of said lien by the District, the applicant agrees to pay the expenses incurred by the District including reasonable attorney's fees. In such event the applicant will forfeit all right to service from this service connection and the fees paid for this service connection.
- (10) If the service contemplated herein necessitates the extension of facilities of Menoken Water District, the conditions and provisions set forth in the rules, regulations, and operating policies of the District will apply.
- (11) The covenants and agreements in this application will be binding upon the applicant, heirs, legal representatives, successors and assigns, and this application will 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, as well as a copy of the District's Customer Information Sheet, and the District's Standard Operating Policy. I certify that I have read and understand the terms of said documents as stated above, and agree to abide by all the terms and provisions stated therein.

**APPLICANTS (OR NEW OWNER) AND
OWNER OF LAND ABOVE DESCRIBED**

Signature: _____ Signature: _____

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

MENOKEN WATER DISTRICT
REPRESENTATIVE/OFFICIAL

Signature/Date: _____

