



THIS DOCUMENT IS A SAMPLE OF:

**LITTLE THOMPSON WATER DISTRICT
Residential Domestic Water Agreement**

Tap No. _____
Customer No. _____
Tap Type _____

This Agreement made this _____ day of _____, _____ by and between _____ Land Owner, hereinafter referred to as Customer, and Little Thompson Water District, a statutory water district, herein after referred to as the District, is upon the following terms and conditions, for the property and water tap shown below:

Legal Owner of Property: _____
Street Address of Property: _____
City, State and Zip: _____ CO _____
Allowable Annual Usage: _____ Gallons equivalent to _____ acre-feet

WHEREAS the District is the owner of facilities for the purpose of furnishing domestic water to customers within the District; WHEREAS the Customer is desirous of obtaining domestic water for the Property as more particularly provided for herein; NOW THEREFORE, the parties hereto agree to the following:

1. This agreement shall be the binding contract between the Customer and the District.
2. Customer hereby agrees to pay the District such sum as may be prescribed from time to time by the Board of Directors as the water rate or charge for such water service and to abide by the Rules and Regulations as now established or as may hereafter be established by the District. Payments shall start when the District installs the tap and water is available for delivery. A minimum payment, as prescribed from time to time by the Board of Directors of the District, shall be due and payable regardless of water use.
3. Until paid, all rates, tolls or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's lien pursuant to C.R.S §32-1-1 001 (1) (j). The District shall shut off or discontinue service for account delinquencies or other violations of the District's Rules and Regulations.
4. No water service may be obtained except upon property included within the boundaries of the District. Customer agrees to include the property served within the District, if this has not been previously accomplished. Customer further agrees that he will not permit other persons to use water furnished to him under this agreement.
5. District agrees to furnish water to Customer PROVIDED, that the District shall not be liable for loss to Customer for failure to deliver water because of war, riot, insurrection, breaks in the water system, maintenance to the water system, or Acts of God. The District shall endeavor to repair all breaks promptly on District lines.
6. Customer hereby acknowledges and agrees that no other person or entity shall be permitted to use water provided by the District through the tap established under this Agreement except for the parties constituting the Customer and their successors in interest to the Property and their respective lessees, licenses and permittee.
7. Customer understands and agrees that the District's responsibility for maintenance and repair of the District's lines and equipment extends only as far as the water meter. Customer further understands and agrees that construction of the service line between the District's meter and the Customer's residence or facilities, and any maintenance or repairs required in connection with such service line, is the Customer's sole responsibility.
8. The meter location will be readily accessible to the District at all times. It is the Customer's responsibility to plan and maintain landscaping so that trees or shrubs will not interfere with either maintenance or meter reading of the individual meter. In the event the Customer fails to keep the meter accessible, the District has the right to enter upon land of the Customer in order to install, operate, locate, and maintain the District's facilities and remove and/or trim all restrictions within a three foot radius of the meter pit and above the service line for which the District has maintenance responsibilities.

Bill to if different from above:
Name
Street Address
City, State, Zip

Land Owner's Signature(s):
Authorized Signature
Authorized Signature
Phone / E-mail

STATE OF _____)ss.

COUNTY OF _____

Acknowledged, subscribed and sworn to before me by: _____
this _____ day of _____, 20_____.

My Commission expires: _____
SEAL

Notary Public



THIS DOCUMENT IS A SAMPLE OF:
LITTLE THOMPSON WATER DISTRICT
Non-Residential Domestic Water Agreement

Tap No. _____
 Customer No. _____
 Tap Size _____
 Tap Class _____

This Agreement made this _____ day of _____, _____ by and between _____ hereinafter referred to as "Customer" and Little Thompson Water District, a statutory water district, herein after referred to as the "District", is upon the following terms and conditions, for the property and water tap shown below:

Legal Owner of Property: _____
 Street Address of Property: _____
 City, State and Zip: _____ CO _____
 County and Parcel _____
 Allowable Annual Usage: _____ Gallons, equivalent to _____ ac-ft

WHEREAS the District is the owner of facilities for the purpose of furnishing domestic water to customers within the District;

WHEREAS the Customer is desirous of obtaining domestic water for the Property as more particularly provided for herein;

NOW THEREFORE, the parties hereto agree to the following:

- 1) This Agreement shall be the binding contract between the Customer and the District. The District will provide service in accordance with its Rules and Regulations and policies as now adopted or as may be hereafter adopted by the District.
- 2) The Customer hereby agrees to pay the District such sum as may be prescribed from time to time by the Board of Directors as the water rate or charge for such water service and to abide by the District's Rules and Regulations as now established or as may hereafter be established by the District. Payments shall start on the date of the agreement provided for herein after which a minimum payment, as prescribed from time to time by the Board of Directors of the District, shall be due and payable regardless of water use.
- 3) The Customer understands and agrees that all amounts due under the terms of this Agreement, as well as all fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District constitute a perpetual lien on the property served, and that any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's lien pursuant to C.R.S §32-1-1 001 (1) (j). In the event Customer fails to abide by any of the terms or conditions of this Agreement, Customer agrees to pay all costs and expenses incurred by the District as a result of the breach including direct and consequential damages, loss of revenue, attorney fees, court costs, expert witness fees and other expenses. The District shall shut off or discontinue service for account delinquencies or other violations of the District's Rules and Regulations.
- 4) No water service may be obtained except upon property included within the boundaries of the District, the Northern Colorado Water Conservancy District and the Municipal Subdistrict of the Northern Colorado Water Conservancy District. Customer and District acknowledge and agree that the Property has been included in the above districts prior to the date of this Agreement.
- 5) The District agrees to furnish water to the Customer provided that the District shall not be liable for any injury, damage or loss to the Customer for failure to deliver water for any reason including but not limited to war, riot, insurrection, pandemics, breaks or failure of the water system, maintenance to the water system, or acts of God. The District shall endeavor to repair all breaks promptly on District lines.
- 6) Customer hereby acknowledges and agrees that no other person or entity shall be permitted to use water provided by the District through the tap established under this Agreement except for the parties constituting the Customer and their successors in interest to the Property and their respective lessees, licenses and permittee.
- 7) The Customer understands and agrees that the District's responsibility for maintenance and repair of the District's lines and equipment extends only as far as the water meter(s), and that construction of the service line between the District's meter(s) and the Customer's facilities, and any maintenance or repairs required in connection with such service line, is the Customer's sole responsibility.
- 8) The meter location(s) shall be readily accessible to the District at all times. It is the Customer's responsibility to plan and maintain landscaping so that trees or shrubs will not interfere with either maintenance or meter reading of the individual meter(s). In the event the Customer fails to keep the meter(s) accessible, the District has the right to remove and/or trim all restrictions within a three-foot radius of the meter pit. Customer hereby grants to the District the right to enter upon the land of the Customer and on the Property to install, operate and maintain the District's facilities described herein, together with the

full right of ingress and egress and to cut, trim or remove trees and shrubbery to the extent necessary.

9) Customer hereby acknowledges, agrees and represents that the Customer will provide testable reduced pressure backflow assemblies for compliance with State requirements on its service line prior to any tees or other service connections. Customer also agrees to provide annual testing reports to the District from a certified backflow prevention tester for each of its backflow prevention devices.

10) The water rights dedication for the tap is based on the projected annual usage for the calendar year, as follows:

- a) The District has an allowed annual usage of for the tap as referenced above.
- b) If in any year, the Customer projects the actual usage will exceed the amount listed above for the water tap, they will acquire and temporarily assign enough water to the District to make up the deficit. If such a deficit occurs in two consecutive years, at the end of the second year the District may require the Customer to satisfy an additional water dedication requirement, thereby raising the Customer's allowable annual usage. The amount of the additional water dedication required will be determined by the District after consultation with the Customer regarding their projected water use and shall be satisfied in accordance with the District's water dedication policies in effect at the time of the transaction within 90 days of the end of the calendar year.

11) The District's ability to serve its customers is dependent on the availability of raw water which is dependent on climatic and other factors beyond the District's control. The District recognizes the importance of an adequate water supply to all of its customers and although the District will strive to avoid water restrictions, the District cannot and will not guarantee that the Customer will not be asked to reduce usage and demand.

12) This Agreement shall not be construed to waive any of the privileges or immunities the District or its officers, employees, successors and assigns are lawfully entitled to present pursuant to law, including but not limited to the Colorado Governmental Immunity Act, §24-10-101 et seq., as amended, and any other privilege or immunity of the District.

13) This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Except as provided herein, the Customer may not assign all or any part of any interest in the Agreement to any other person or entity without written approval by the District except for a successor in interest to the fee title holder of the Property.

14) The Customer's Name and billing address for all statements and notices and additional contact information are as follows:

Name

Street Address

City, State, Zip

Phone / E-mail

Customer (Printed name)

STATE OF _____

)ss.

COUNTY OF _____

The foregoing instrument was acknowledged, subscribed and sworn to before me this _____ day of _____, 20____ by Customer: _____.

Witness my hand and official seal.
SEAL

Land Owner's Signature(s):

Date

Notary Public