



744 W. 20th St. Merced – (209) 722-5761

# TEMPORARY WATER TRANSFER APPLICATION AND AGREEMENT

<u>For MID Use Only</u> Approved (initial): _____ Date: _____
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Customer Name (Please Print): \_\_\_\_\_ Water Account #(s): \_\_\_\_\_ Customer #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

APN(s): \_\_\_\_\_ Irrigated Acres: \_\_\_\_\_ Crop Type(s): \_\_\_\_\_

Boosts Required (if any): \_\_\_\_\_ Telephone #: \_\_\_\_\_

This Agreement is not valid until approved and initialed by MID. Customer agrees to the following:

1. This agreement must be executed prior to ordering/receiving MID Surface Water Transfer Supplies (hereinafter referred to as MID Surface Water Supplies).
2. Customer’s signature confirms that Customer has received and read District’s Rules and Regulations, or that Customer has waived reading same. Customer agrees to all of the terms and conditions contained in MID’s Rules and Regulations, and will abide by the same.
3. Customer hereby assumes the responsibility for the proper disposition of drainage water resulting from the use of MID Surface Water Supplies purchased hereunder, and agrees to hold the District harmless from any responsibility arising out of any damage or claim of damage from surface or subsurface drainage resulting from the use of the MID Surface Water Supplies applied.
4. Customer understands and acknowledges that MID Surface Water Supplies furnished by the District under this application are not treated to make it safe for drinking or stock watering purposes. Customer purchases MID Surface Water Supplies as-is, and District makes no warranty of any kind as to its quality.
5. The terms of this agreement and all District Rules and Regulations shall apply to any subsequent verbal request for MID Surface Water Supplies that may be accepted by MID.
6. The MID Surface Water Supplies being made available hereunder are limited and can expire due to many different factors, including regulatory and operational factors. Therefore, MID may discontinue deliveries at any time without advanced notice. Acceptance of an order does not guarantee delivery.
7. Customer acknowledges that the MID Surface Water Supplies being made available hereunder may not be sufficient to grow a crop.
8. Customers shall indemnify, defend, and hold harmless MID, its Directors, employees and agents from any and all damages which might arise from this agreement, including but not limited to the Customer's use of MID Surface Water Supplies or failure to obtain other sources of irrigation water.
9. MID shall charge, and Customer shall pay \$100 per acre foot for the MID Surface Water Supplies made available, payable on the 25<sup>th</sup> of the month after such MID Surface Water Supplies are delivered. In addition, MID Surface Water Supplies which must be lifted by pumping shall be surcharged \$7 per AF per boost consistent with the payment terms herein.

10. MID Surface Water Supplies being made available under this Water Transfer Agreement shall be water available to MID pursuant to the exercise of its pre-1914 and post-1914 appropriative rights. Therefore, the MID Surface Water Supplies shall be limited in availability in accordance with MID's pre-1914 water rights and, for its post-1914 appropriative rights, the terms of the approved State Water Resources Control Board (SWRCB) order authorizing said transfer and subject to MID accepting said order. If the SWRCB does not approve the transfer of post-1914 water or if MID refuses to accept the conditions proposed by the SWRCB, there may not be post-1914 water available for sale.
11. If the Customer is not the landowner of the property, than a Landowner Tenant Agreement (LTA) must be on file with MID. In the event of the sale or transfer of any parcel(s) identified above, Customer agrees to notify the District of such sale or transfer.
12. All delivery locations shall be equipped with a water measurement device satisfactory to MID.
13. Customer confirms and agrees MID must be able to account for the volume of water transferred hereunder, and the location where the transferred water is applied within accuracy criteria established by state law. Customer's facilities must be configured with sufficient controls (valves, gates, additional turnouts, etc.) and water measurement devices to be able to isolate Customer's out-of-District parcels from MID water supplies and accurately measure MID water applied to in-District or out-of-District parcels. For the 2019 irrigation season, where Customer's facilities do not meet these configuration requirements, Customer hereby agrees that MID, at its sole discretion, will determine the volume of water to be billed to Customer's in-District parcels vs. the volume billed to out-of-District parcels under this Agreement. MID's decision will be final. Depending on the configuration of the Customer's facilities, Customer understands and agrees facility improvements may be required prior to the 2020 irrigation season or MID will not be able to deliver or transfer District water to the Customer.

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Customer's Signature

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Date