

Anderson-Cottonwood Irrigation District
2810 Silver Street Anderson, California 96007
Telephone: 530-365-7329 e-mail: acidwater@sbcglobal.net

APPLICATION AND AGREEMENT FOR 2017 WATER SERVICE

Payments for water service may be made in two installments.

First Installment (at least 50%) **Due March 10, 2017** *Delinquent after April 10, 2017*
 Second Installment **Due May 10, 2017** *Delinquent after June 10, 2017*

If payments are not **received / postmarked** by the delinquent dates, a late penalty of 10% will be added to the amount due, and interest will be charged on the outstanding balance at the rate of 1.5% per month until paid. Irrigation deliveries will be withheld until the amount due, including any penalties and interest, is paid.

No water will be provided prior to payment.

Please complete this form and mail it (in its entirety) with your payment in the envelope provided.

APPLICATION WITH FIRST INSTALLMENT IS DUE BY MARCH 10, 2017

ASSESSOR'S PARCEL NUMBER(S) OF PARCEL(S) BEING IRRIGATED _____

PHYSICAL ADDRESS OF PARCEL(S) BEING IRRIGATED _____

LANDOWNER INFORMATION

TENANT / IRRIGATOR INFORMATION

Name: _____
 Mailing Address: _____
 Telephone No: _____
 Alternate Phone: _____
 Email: _____

Name: _____
 Mailing Address: _____
 Telephone No: _____
 Alternate Phone: _____
 Email: _____

As a condition for water service, the applicant and landowner agree to comply fully with the District's Rules and Regulations, policies, and with applicable state and Federal laws, orders, and regulations. The applicant and landowner agree that they assume full responsibility and liability for the use or misuse of water delivered to their property, including all damages to adjoining property due to failure to adequately control water delivered to their property. It is further agreed that the applicant's and landowner's signatures(s) hereon signifies that they have read and understand the District's Rules and Regulations and that they accept the terms and conditions for water service from the District. The District reserves the right to adjust the rates for water service if and when it is required based on district economic needs. The landowner further agrees that any charges for water used on his/her property by him/her or his/her tenant, but for which full payment is not received, may be added as an assessment on his property tax bill and hereby consents to that assessment.

Nothing contained in this application shall be construed as an assumption of liability on the part of the District, its Directors, officers, or employees for any damages occasioned through the improper construction, maintenance or use of District facilities, or the delivery or failure to deliver water, or the waste of water, or by permitting the flow of water, or turning water in any facility, or to any land.

Any dispute, claim or controversy arising out of or relating to this Application and Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Redding, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Landowner
 Signature _____
 Dated: _____, 2017

Tenant / Irrigator
 Signature _____
 Dated: _____, 2017

	<u>RATE</u>	<u>2017 CHARGE</u>	<u>FOR ACID OFFICE USE ONLY</u>
Irrigated Acres _____ x \$ 80.18		\$ _____	_____/_____ \$ _____
Annual Application Fee	+	\$ 115.00	_____/_____ \$ _____
Total Charge for 2017 Water Service*	=	\$ _____	_____/_____ \$ _____

***1 Acre Minimum: \$195.18**