



## **TERMS AND CONDITIONS**

### PRIMARY WATER SERVICE APPLICATIONS

It is mutually understood, and applicant agrees that:

1. APPLICATION FOR WATER WILL NOT BE ACCEPTED IF THERE ARE ANY OUT- STANDING CHARGES PAYABLE TO THE DISTRICT, INCLUDING STANDBY CHARGES.
2. Applicant hereby grants District the use of all ditches and laterals on, under, and through the above described premises to control and manage delivery of District water for irrigation purposes.
3. Applicant is responsible for securing all rights of way over private land necessary to deliver District water.
4. Applicant understands that Western Canal Water District's water supply and source of water is subject to regulation and control by entities other than Western Canal Water District, and that the District's ability, and any obligation to provide service under this Agreement shall terminate or be reduced if, at any time, it is determined that such provision of service is contrary to any rule, regulation, order, or other pronouncement of any entity exercising jurisdiction or control over the water supply or source of water of Western Canal Water District.
5. Applicant, for herself/himself, his heirs and assigns does release, waive, discharge, and covenants not to sue Western Canal Water District, its officers, agents, and employees, from liability from any claims, demands, or causes of action, including the negligence of Western Canal Water District, its officers, employees and agents, resulting in personal injury or property loss, including environmental loss, which may be made or brought against Western Canal Water District, its officers, agents or employees, in connection with the water service provided hereunder, including claims or causes of action arising from inadequate or insufficient flow of water or the quality of water provided.
6. Applicant for herself/himself, his heirs and assigns agrees to indemnify and hold Western Canal Water District harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of the services provided pursuant to this Agreement, including but not limited to claims of seepage or flooding of properties downstream of Applicant's property to be served.