

**AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT
FOR TWO INCH CONNECTIONS LAKE BROWNWOOD**

CONTRACT/ACCOUNT NO: _____

BROWN COUNTY WATER IMPROVEMENT DISTRICT NO. ONE, hereinafter "BCWID", and **CUSTOMER**, in mutual consideration of the provisions herein contained, agree as follows:

I. WATER SUPPLY

- A. **OBLIGATION TO SUPPLY FIRM WATER.** BCWID agrees to furnish firm water in the reservoirs, canals, pipes, and laterals it owns or controls for diversion and use by CUSTOMER for two inch connections for agricultural purposes (turf irrigation) during the Irrigation Season (as defined in Section I.C of this Contract). Subject to the conditions set forth in this Contract and the Standard Terms and Conditions set forth in the Agricultural Interruptible Water Service Contract Rules (Rules), BCWID will supply interruptible water to irrigate the crops and acreage as described in Exhibit 1 at the delivery point specified in Exhibit 1.
- B. **SUPPLIES SUBJECT TO CURTAILMENT.** CUSTOMER further agrees that the water supplied under the Contract is subject to availability, provided on an interruptible basis, and subject to curtailment in accordance with the terms of this Contract, BCWID's Agricultural Interruptible Water Service Contract Rules, the Water Conservation and Drought Contingency Plan in effect on the date of the Contract.
- C. **IRRIGATION SEASON.** Subject to the limitations in this Contract and the Rules, during the calendar year in which this Contract is executed, BCWID shall have its system ready to start delivery of water for agricultural purposes during the Irrigation Season, herein defined as follows:
- January 1 through December 31 of the calendar year.
- D. **EXCESS ACREAGE.** Under no circumstances shall BCWID be obligated to provide water for the irrigation of acreage in excess of the acreage indicated on Exhibit 1 ("excess acreage"). In the event that CUSTOMER uses BCWID water to irrigate excess acreage, CUSTOMER shall pay all applicable charges and surcharges as described in Section III.B.
- E. **LIMITATION OF BCWID LIABILITY.** CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY INCLUDED IN THE BCWID'S AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT RULES.

II. TERM

The term of this Contract is for the calendar year beginning January 1 and ending December 31. BCWID's obligation to supply water is limited to the Irrigation Season as defined in Section I.C of this Contract.

III. CONTRACT ADMINISTRATION

- A. **AGREEMENT TO PAY.** CUSTOMER agrees and covenants to pay BCWID at the applicable rate(s) specified in Exhibit 2 and consistent with the Standard Terms and Conditions provided in the Rules. The fee will be billed January 1st each year and due on or before January 31st of same year. A late fee of

\$25.00 will be charged if payment is received after January 31st. An additional \$50.00 late fee will be charged if payment is received after the last day of February of same year. If payment has not been received by the last day of March of same year, an additional \$75.00 late fee will be added and the intake is subject for removal by the District: such removal to be at the cost and expense of the owner /operator of intake for which payment is owed.

- B. WATER RATE FOR USE OF EXCESS WATER.** As set forth in Exhibit 2, in the event that CUSTOMER is delivered water in excess of the Per Acre Duty, CUSTOMER will be assessed a Surcharge in addition to the Total Diversion Charge. In the event that CUSTOMER is delivered water to irrigate acreage in excess of that identified in Exhibit 1, or that is used to irrigate a row or alternate crop, or for wildlife management for which a separate contract has not been executed, CUSTOMER will be billed for the use of such water in accordance with the applicable base charge and diversion charge PLUS the maximum surcharge rate set for in Exhibit 2.
- C. PESTICIDE APPLICATION.** CUSTOMER agrees to post notice in relation to pesticide application on CUSTOMER's property in accordance with Texas Department of Agriculture regulations and the Rules.
- D. SPECIAL RULES.**
1. Customer will be billed on a yearly amount until such time that meters may be installed.
 2. If meters are installed customer will pay for cost of meter and installation.
 3. This contract will automatically renew each year upon receipt of payment.
 4. BCWID has right to access property to inspect system, verify water usage, and to maintain and read meter if one is installed.
 5. Maximum intake into lake is a 2 inch unless special permission is given for a larger pipe serving two (2) or properties.
 6. If more than one property owner is on a pump from lake then each property owner must have a contract.
 7. Drought restrictions will follow the treated water supplier closest to Customer.
 8. This Contract will allow water from Lake to be used to irrigate up 2 acres as Domestic use. More than 2 acres would require an irrigation water Contract from BCWID.

IV. CONSERVATION OF WATER AND PREVENTION OF WASTE

CUSTOMER agrees and binds himself not to cause, permit, or in any other manner allow water furnished by BCWID hereunder to be wasted, used in manner that is careless, or used in quantities that significantly exceed those amounts used (on an acre-feet per acre basis) by similarly situated two inch connection water users in the area. CUSTOMER is responsible for preparing the acreage and any personal lateral(s) or other facilities necessary for the delivery of water. BCWID reserves the right to inspect customer's acreage, lateral(s), or other facilities necessary for the delivery of water at any time during the Irrigation Season. If BCWID determines that improvements are needed to prevent the waste of water, CUSTOMER will be contacted and CUSTOMER must make improvements prior to delivery of water. Such a determination may be based upon, among other things, vegetation in personal lateral(s), water running out of the bottom of a field, or levees which allow water to escape the field during normal field flood conditions. Furthermore, BCWID reserves and is hereby granted the right to enter CUSTOMER's land and cut off all delivery or diversions of water to said land if CUSTOMER causes, permits, or allows such wasteful use of water to occur. In the event that BCWID cuts off water in accordance with this Section, CUSTOMER shall nevertheless pay all charges in accordance with the agricultural firm water

service rate tariff, as set forth in Exhibit 2, as though BCWID had continued to allow diversion of water to CUSTOMER through the end of the Irrigation Season.

V. GENERAL PROVISIONS

- A. **INCORPORATION OF BCWID'S AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT RULES.** CUSTOMER acknowledges receipt of the Rules and further acknowledges that, unless expressly stated otherwise in this Agreement, the Rules, as may be amended by BCWID's Board of Directors from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes. A copy of the "Water Conservation and Drought Contingency Plan" of the District is attached hereto as Exhibit 3.

- B. **ENTIRE AGREEMENT.** This Agreement (including all Exhibits, Rules, Attachments or other addenda thereto) contains the entire agreement of the parties with respect to its subject matter and superseded all previous communications, proposals, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

- C. **EFFECTIVE DATE.** This Contract is effective on the last date of execution of this Contract by either BCWID or CUSTOMER; provided all of the parties must execute this Contract for it to be effective

**BROWN COUNTY WATER IMPROVEMENT
DISTRICT NO. ONE**

BY: _____
JOHN ALLEN, General Manager

DATE: _____

CUSTOMER

Signature

Signature

CUSTOMER's Mailing Address & Contact Number:

Contact Number(s)

EXHIBIT 1

Description and address of land to be irrigated:

Water is to be used for:

Please indicate the following:

Do you have an intake: yes _____ no _____

If yes, is there water available to pump: yes _____ no _____

EXHIBIT 2

As adopted November 12, 2013 to be effective beginning January 1, 2014 unless and until further BCWID Board of Directors action is taken prior thereto.

The **ANNUAL FEE** applies to the acreage identified in **Exhibit 1**, even if a portion of the acreage, or the entire acreage, is not irrigated.

Application Fee:

Non-refundable \$25 per contract.

Year 2018 Rates:

Lot Size	Annual Fee
Up to 1 acre	\$150
More than 1 acre	\$300

Meter Charge and Rate:

Meter cost: \$198.00 to \$655.00 depending on size

Installation fee: Labor and materials

Base rate: \$8.00 per month includes 1,000 gallon Per 1,000 gallon rate: \$0.31 per 1,000 gallons

Exhibit 3

Firm