

**ANNUAL WATER USER**  
**AGREEMENT FOR IRRIGATION WATER SERVICE**  
**DURING 2010**

This Agreement made by and between Central Arizona Irrigation and Drainage District, an irrigation district organized under the laws of the State of Arizona (“District”), and the undersigned, herein referred to as “Water User”.

The parties stipulate and recite that:

- A. Water User desires that District deliver Project Water (“Water”) to Water User by means of District’s irrigation distribution system and irrigation wells for use by Water User for the irrigation of certain lands in the District (“Lands”).
- B. District will have available from said irrigation distribution system Excess CAP irrigation water, and/or groundwater from irrigation wells to deliver to the lands in the District. District reserves the right to choose which wells to run at its sole discretion according to cost and efficiency.
- C. District is willing to deliver such Water to Water User in the quantities, at the price and on the respective terms and conditions hereinafter specified.

For the reasons recited above, and in consideration of the mutual covenants herein contained, District and Water User agree as follows:

- 1. District will use its best efforts to ensure the timely delivery of the amount of Water ordered by Water User, or Water User’s designee, subject to: (1) any limitations or restrictions imposed by Federal or State law, (2) availability of water from CAWCD or the irrigation wells, (3) necessary operational interruptions in water service as determined by the District, (4) the Districts current Procedures for Water Orders and Deliveries, and (5) all other provisions of the District’s Rules and Regulations and the Agreement for Project Water Service with the owner of the Lands.
- 2. Water User shall notify the District each month setting forth the Lands to be irrigated, and the amount of Water to be delivered for the given month.
- 3. Water User shall make payment to District in advance of delivery of Water ordered by Water User. The charge for Water for the current year shall be established by the Board of Directors of the District. Payment for water ordered for each month shall be as follows:

**Payment Plan A:**

1. Water payments for each month shall be made on or before 9:00 a.m. on the 7<sup>th</sup> of that month as per the District's current water payment and billing procedures. The payment of all water charges due under the terms of this Agreement and taxes levied and assessed by the District against the Lands for which Water User desires water service are conditions precedent to the delivery of Water by the District.
2. A water deposit, based on a specific amount of acre/feet per acre (depending on the crop), will require payment by 9:00 A.M. of the 7<sup>th</sup> of each month. If the 7<sup>th</sup> falls on a weekend or holiday, the monthly payment can be made prior to or by 9:00 A.M. of the day following the weekend/holiday. A payment must be made for all growing crops on an active turnout. The following is a list of current required water deposits.

1. Grain Crops	.5 acft/acre
2. Misc. Crops	.33 acft/acre
3. Jojoba	.33 acft/acre
4. Christmas Trees	.33 acft/acre
5. Cotton	1.0 acft/acre
6. Alfalfa	1.0 acft/acre
7. Vine Crops	1.0 acft/acre
8. Citrus	.75 acft/acre
9. Nuts	1.0 acft/acre
10. Fruits	1.0 acft/acre
11. Vegetable Crops	1.25 acft/acre
12. Safflower	1.0 acft/acre

3. The amount of water used and the balance of each account for the previous month will be established by the first few days (3<sup>rd</sup> – 5<sup>th</sup>) of the next month. If the monthly payment is adequate to cover all usage until the next month's payment is required by the 7<sup>th</sup>, the payment will be required in an amount sufficient only to replenish the account to the monthly payment level.
4. If the monthly payment is inadequate to cover water usage until the next month's deposit is required, an additional deposit, only to cover all usage until the next month's payment is required by the 7<sup>th</sup>. The payment will be required in an amount sufficient only to replenish the account to the monthly payment level.
5. A full month's payment will be required in any month that irrigation is initiated. In the last month of the growing season the District may accept partial water payments. Surplus in an account will be refunded as soon as possible at the termination of irrigation unless it is required for a deficit in another account of the same water user.

**Payment Plan B:**

1. Still requires establishment of planted acreage level for each water user prior to irrigation.
2. A minimum payment will be accepted on land to be irrigated within the grower's established acreage.
3. In exchange for the convenience of not requiring full deposit; not replenishing the deposit or not covering the month's projected additional usage, the District will accept the minimum payment in an amount sufficient only to pay for the requested irrigation requirement plus an additional 24 hours projected at the scheduled rate. Irrigation service will be terminated as close as possible to the grower's requested turn off time without further notice. No exceptions to this policy will be made. Any extension of the irrigation service will require an additional deposit prior to the previously scheduled turn off time.
4. District will not be responsible for the control, carriage, handling, use, disposal, or distribution of Water beyond the delivery point(s). Water User shall hold District harmless on account of damage or claim of damage of any nature whatsoever for which there may be legal responsibility, including property damage, personal injury, or death arising out of the negligence of Water User or connected with the control, carriage, handling, use, disposal or distribution of Water beyond the delivery point(s) by Water User.
5. Water User hereby acknowledges that all Water supplied hereunder is untreated and is intended and offered solely for irrigation purposes. Any other use is prohibited. District makes no warranty of any kind either express or implied concerning the quality of the Water or its fitness for use by Water User.
6. District will exercise reasonable care and diligence to furnish Water to Water User hereunder, but District shall not be liable for any damage resulting from curtailment, interruption or apportionment of such Water occasioned by necessary repairs or maintenance of District's irrigation distribution system, threatened or actual water shortage, limitations imposed by the Central Arizona Water Conservation District or the United States Bureau of Reclamation, or any other causes beyond District's control.
7. The term of this Agreement shall begin on the date hereof and continue until December 31, 2010.
8. All deliveries of Water hereunder shall be made in accordance with the District's Rules and Regulations and will not be made until this Agreement has been signed by the Water User and Exhibit A hereto has been fully completed to the District's satisfaction.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WATER USER

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT

BY \_\_\_\_\_

Its \_\_\_\_\_

# ANNUAL WATER USER FORM

**2010**

Date Received: \_\_\_\_\_

FOR AGRICULTURAL IRRIGATION WATER

1. Water User Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone #: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_
5. Other Authorized Persons: \_\_\_\_\_

## LAND(s) FARMED

Operated by:

Turnout	Legal Description / Assessor's Parcel Number(s)	Operated by:			Identification of Lessee, Sublessee, or Other Operator	Lease Length	Lease Effective Date	Number of Acres
		Self	Lessee	Operator				
					Name:			
					Address:			
					Telephone:			
					Name:			
					Address:			
					Telephone:			
					Name:			
					Address:			
					Telephone:			
					Name:			
					Address:			
					Telephone:			