



TEMPORARY WATER TRANSFER AGREEMENT

Customer Name: _____ Customer Account #: _____ Telephone #: _____

Address: _____ City: _____ State: _____ Zip: _____

APN(s): _____ Irrigated Acres: _____ Crop Type(s): _____

I will purchase _____ Acre Feet of MID Water. Boosts Required(if any): _____

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 is not treated to make it safe for drinking or stock watering purposes. Customer purchases the 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 which may be accepted by the District.
6. The MID Surface Water Supplies being made available hereunder is 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 25th 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 the 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 the MID.

Customer's Name (Print)

Customer's Signature

Date