

In consideration of the payment of said sum for rental and carrying charge for the irrigation season, THE ROCKY MOUNTAIN WATER COMPANY agrees to run said water through a box or delivery headgate the area of which shall equal the total number of inches carried for said user on the line of its ditch less transportation losses, at all reasonable times during the above irrigation season, except when the ditch may be broken or undergoing repairs, or when the supply of water from Clear Creek is too low to permit an adequate supply for its ditch, in either of which events the Company reserves the right to sectionize its ditch and alternate the water carried therein and equitably distribute the same. The said water shall not be used for other than decreed purposes and only at the locations described, and when the water is not actually needed for irrigation purposes, the box or delivery headgate may be closed by the Company and the water turned back into the ditch for the use of others entitled to use same.

In the event of a break in the Company's ditch or any unavoidable accident thereto, the Company shall not be held liable for any damage resulting there from, or its inability to supply water on account thereof.

In consideration of the foregoing, said user hereby accepts the above conditions and agrees to the "Conditions and Agreements" below, expressly made a part of this contract.

Payment of this charge constitutes an order on the superintendent of the main ROCKY MOUNTAIN DITCH, also on the lateral superintendent for the delivery of water for the irrigation season.

## **WATER CONTRACT**

### CONDITIONS AND AGREEMENTS

**SECTION 1:** Nothing herein contained shall ever be construed to bind or require the Company to furnish or supply water to the party herein named, his heirs or assigns, beyond the period of the present irrigation season. THIS CONTRACT IS SUBJECT TO RENEWAL ONLY BY APPLICATION BY THE WATER USER FOR THE USE OF WATER AND PAYMENT OF ALL CHARGES FOR WATER FOR THE SUCCEEDING YEAR, WHICH MUST BE MADE ON OR BEFORE JUNE 1 OF EACH YEAR.

**SECTION 2:** Upon payment of the annual rental and carriage charge, the superintendent will receive an order for delivery of water to the user.

**SECTION 3:** The contract is issued upon the express agreement and understanding that the owners of every lateral taking water from this Company's canal, serving two or more users of water, shall at their own expense employ a superintendent whose duty it shall be to distribute the water in such a lateral to the parties entitled, and in no event shall he deliver water to or permit a party to take water there from who shall not have paid his rental and carriage charge to this Company. In case of a violation hereof, the Company may close the headgates of such lateral. Owners of laterals are responsible for keeping their lateral maintained from its headgate on the Company's ditch to the end of the lateral. Once water is delivered to a lateral, the lateral owners and users are responsible for the water, including preventing flooding and/or damage to the property of others.

**SECTION 4:** If any water user or consumer shall fail to pay water rent or charges on or before June 1 of any year, the right of such water user or consumer to renew his contract or to take or use water thereafter from the ditch of the Company shall immediately cease and terminate. A contract so terminated shall not thereafter be reinstated.

**SECTION 5:** Transfers of water from one user to another will be permitted only by written permission of the Company and provided (a) the water shall continue to be delivered through the ditch, (b) all rental and carrying charges due the Company have been fully paid, and (c) a transfer fee of \$30.00 is paid to the Company to defray the expenses of recording such transfer of the Company's books. Transfers to a downstream place of use will not be permitted.

**SECTION 6:** Water received into and carried by the ditch will be distributed on a pro rata basis, less any transportation losses. Fractional inches of water cannot be accurately measured or delivered and will not be contracted for or delivered.

**SECTION 7:** Changing, altering or moving headgates or other water delivery structures which are located on the main ditch shall be done only with the written permission of the Company and shall be to the applicable Company Standards and Specifications with the cost thereof to be borne by the party requesting such change or alteration.

ROCKY MOUNTAIN WATER COMPANY