

# **LONGS PEAK WATER DISTRICT**

## **Water Service Application/Domestic Water Agreement**

This Application is made on \_\_\_\_\_, 20 \_\_, by and between Owner (listed below), and Longs Peak Water District (District), a statutory water district, on the following terms and conditions, for the property and water tap described below. If the property is not occupied by the Owner, Tenant (listed below) agrees to the terms and conditions in this Agreement. The term "User" refers to Owner if the property is occupied by the Owner or to Tenant if the property is occupied by the Tenant. However, Owner is ultimately responsible to the District for adherence to District's Bylaws, Policies and Regulations.

Legal Owner of Property: \_\_\_\_\_  
Street Address of Property: \_\_\_\_\_ Billing Address (if different): \_\_\_\_\_  
City and Zip Code: \_\_\_\_\_ Owner Telephone No.: \_\_\_\_\_  
Tenant (if applicable): \_\_\_\_\_ Tenant Telephone No.: \_\_\_\_\_  
Purpose of Domestic Water Service: \_\_\_\_\_ District Tap No.: \_\_\_\_\_  
(Residential Single Family, Commercial, Other (describe))

The District owns and operates facilities to furnish domestic water to users within the District, and the User is desirous of obtaining domestic water for above-described property. Therefore, the parties agree to the following:

1. This Agreement is a binding contract between the User and the District.
2. User agrees that he/she will be subject to, and abide by, the District's Bylaws, Policies and Regulations as they may now or hereafter exist.
3. User agrees to pay the District such amount as may be established from time to time by the District's Board of Directors (Board) as the water rate or charge for such water service. Payments shall start upon installation of the water tap and no later than 90 days after payment of the tap fee or, in the case of an existing tap, upon the effective date of Application. A minimum payment, as established from time to time by the Board, shall be due and payable regardless of the quantity of water used.
4. Until paid, all rates or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado. The District may shut off or discontinue service for account delinquencies or other violations of the District's Bylaws, Policies and Regulations.
5. No water service may be obtained except upon property included within the boundaries of the District. Owner agrees to include the property served within the District, if this has not been previously accomplished. User agrees that he/she will not permit other persons to use water furnished to him under this Agreement.
6. District agrees to furnish water to User provided that the District shall not be liable for loss to User for failure to deliver water because of war, riot, insurrection, breaks in the water system, maintenance to the water system, or acts of God. The District shall endeavor to repair all breaks in District lines promptly.
7. Owner agrees that if this Application is approved and as part of the consideration therefor, Owner will grant to the District at such time as the District may request for the consideration of \$1.00, an exclusive right-of-way easement for water pipes or other necessary appurtenant facilities, as may be reasonably be required or reasonably deemed necessary by the District for the convenient operation and expansion of the District's system. Such easements shall not to exceed 20 feet in width and shall be located as conveniently as possible without damage or injury to permanent improvements on property. Owner understands that he/she may be required to grant a wider temporary easement for construction purposes. In so far as practicable, the District will promptly restore the property to the condition existing prior to the District's work in the easement area.
8. The water meter will be installed at the grade which exists when the installation crew arrives on site to conduct such installation. Any change in grade which, in the District's opinion, necessitates a change in the meter and/or meter pit elevation, will result in charges to the User for such alterations. Owner agrees that the costs for these alterations (performed by District staff) will be the Owner's responsibility. The District will attempt to install the water meter

within 90 days after the purchase of the tap. Owner will coordinate with District staff to determine the location of the meter.

9. Fences or other obstructions shall not be erected or installed in any manner that would hinder access to meters for the purpose of reading or maintenance. The meter pit lid shall be secured to the meter pit at all times. Should the meter pit lid become dislodged and User not be able to fasten the lid securely, the User shall contact the District office to request assistance in securing the lid. Any damage that occurs to the meter, meter pit and all associated appurtenances and equipment will be repaired by the District, and User agrees to pay the costs associated with those repairs.

10. User agrees that, if the District, for whatever reason, fails to deliver water to User, User's damages (if any) shall not exceed an amount which is equal to the monthly service charge in effect for the month in which such failure occurs. User also understands that the District will not issue credits or refunds of any kind for leaks or other unusual use or waste of water due to failure of User's system.

11. Owner understands and agrees that while the water tap may be transferred under the District's Bylaws, Policies and Regulations which exist at the time of the proposed transfer, no compensation will be paid to Owner by the District at the time he/she abandons or relinquishes the water tap and that the District will not repurchase the tap.

12. User understands the copies of the District's Bylaws, Policies and Regulations are available at the District's office for inspection or purchase.

13. User understands and agrees that the District's responsibility for maintenance and repair of the District's line and equipment extends only as far as the water meter, and that construction of the service line between the District's meter and User's residence or facilities, and any maintenance or repairs required in connection with such service line, is User's sole responsibility.

14. A Warranty Deed (to include full legal description of the property) must accompany this Application when ownership transfer is requested.

15. A \$50.00 transfer fee will be added to the new User's account and will appear on the first bill he/she will receive after transfer is made. In addition, there may be a \$60.00 backflow preventor fee added to the first bill. This is a one-time fee applied to each tap in the District, and is to be assessed at the time a property ownership change is made.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Tenant

**ACTION BY DISTRICT'S BOARD ON THIS APPLICATION:**

\_\_\_\_Approved

\_\_\_\_Disapproved

\_\_\_\_Tabled

Date: \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
Secretary

Please return completed Application to:

Longs Peak Water District  
9875 Vermillion Road  
Longmont, CO 80504