



510 34 Road
Clifton CO 81520
(970) 434-7328

WATER SERVICE AGREEMENT

Date _____

Service Address _____

City _____ COLORADO _____ Zip Code _____

CWD Tap # _____ CWD Receipt # _____ Account # _____ Lot # _____

Mesa County Tax Parcel ID # _____ Book _____ Page _____ Reception # _____

This Agreement is made between the undersigned Owner and the Clifton Water District for domestic water service

Owner(s): _____ Contact Person: _____

Mailing Address: _____ Contact Phone: _____

City _____ State: _____ Zip Code: _____

In consideration of the Owner's payment to the District of a Plant Investment Fee of \$ _____ the District authorizes a _____ inch water tap for the above referenced Service Address and Tax Parcel ID #.

The tap will serve _____ (#) unit(s). No further agreement (either express or implied) is made to permit other taps or to serve additional units.

District will obtain any necessary permits and will install (or have installed) the meter and meter pit for the tap in an area selected by District at the above location. The Owner will pay or reimburse District for all costs associated with permits for and installation of the new tap in addition to the Plant Investment Fee.

Owner/Customer agrees to comply with District Policies (available for review at District's office) as modified from time to time by the District. The meter, meter pit, and all accessories are the property of the District, and the Owner (or Owner's representative) is not authorized to access the meter pit for any reason. Any Owner attachments (such as pressure regulators, sprinkler valves, vacuum breakers, and/or backflow prevention devices) must be installed and maintained by the Owner at Owner's expense outside of the meter pit. The meter pit must remain free from any fencing or other obstructions that may impede the reading and/or maintenance of the meter. Obstructions may be removed by the District at Owner's expense.

Please take notice that District customers may occasionally experience a water outage due to water line breaks, mechanical failure, electrical failure, or other means beyond the control of the District. Also, customers living above an elevation of 4,800 feet are more susceptible to water outage due to mechanical and/or electrical power failures.

Property Lien

Operating under the authority of the Special Districts Act, CRS 32-1-101 et seq., the District will hold the property Owner liable for all charges for water service, and any other fees or charges applicable, to the address where services are provided. Until paid, all fees and charges of the District including, but not limited to, charges for metered water service, delinquent fees and penalties, shall constitute a lien on and against the property served, and any such lien may be enforced in the manner provided by Colorado Statutes and the District's Policies. This lien is perpetual and runs with the land. It is not lost upon transfer of the property to the new owner.

All communications concerning disputed debts, including any instrument tendered in full satisfaction of a debt, and any instrument containing lien waiver language are to be sent to the attention of the District Manager, Clifton Water District, 510 34 Road, Clifton CO 81520. No lien waiver is effective against the District unless approved and signed by the District Manager.

Transfer of Water Service Charge

A Service Charge of \$ _____ will be charged on the first water bill after the service is placed in new Owner's name. This is a one-time charge per Owner, for changing the District's records.

Questions Regarding the Bill

If Owner has any questions regarding the bill, Owner should contact one of the District's Customer Service Representatives at (970) 434-7328 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

This Agreement is required to be completed before payment of the Plant Investment Fee is accepted by the District. This Agreement binds and benefits the District, the Owner and each of their successors and assigns. This Agreement is a covenant running with the land. Owner, its successors and assigns, are obligated to advise the District of any transfer of ownership interest. A copy of this Agreement shall then be made available to any new Owner at the request of the Owner or at the District's initiative.

Clifton Water District

Owner

By: _____ Date _____ By: _____ Date _____