

Date: _____

Certificate Issued
Yes: _____ No: _____

**United States Department of Agriculture
Water and Wastewater Users Agreement**

Account Number: _____

This agreement entered into between the Doña Ana Mutual Domestic Water Consumers Association hereinafter called "Association".
and _____ (Print Name of Owner(s)), hereinafter called "Members".

Witnesseth

Whereas, the member desires to purchase water and/or wastewater services from the Association and to enter into a user's agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water and of wastewater, as Member may desire in connection with Member's occupancy of the following described property:

Location: _____
Physical Address of Property

The Member agrees to grant the Association, its successors and assign a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and/or appurtenant wastewater facilities, together with the right to utilize adjoining lands belonging to the member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at his/her own expense a service line, which shall begin at the meter and extend to the dwelling place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at the point.

The Member agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

The Member shall install and maintain at his own expense a wastewater service line, which shall begin at the dwelling and extend to the collection main. The wastewater service shall connect with the collection system of the Association/third party has determined in advance that the system is of sufficient capacity to permit discharge of wastewater at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws and Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. *The Member also agrees to pay for water and/or wastewater service at such rates, time and place as shall be determined by the Association, and the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.*

The Member agrees to the *Membership fee* as determined by the Board of Directors. This fee is NON-REFUNDABLE.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service, The Association shall have exclusive right to use such a cutoff valve and water meter. The member may install at the member's expense a cutoff valve from the meter to property for their use.

The Association shall have final authority in any question of location of any service line or wastewater line connection to its distribution and/or collection system; determine the allocation of water to a Member's in the event of a water shortage; **and may shut off water to a member who allows a connection or extension to be made of his/her water service line and/or wastewater service line for the purpose of supplying water or discharging wastewater to another user.** In the event the total water supply shall be insufficient to meet all of the needs of the member, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of the Members, the Association must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes or supplying any water for garden purposes.

The member agrees that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water and wastewater charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, the Member agrees to pay to the Association a lump sum amount as determined by the Board of Directors, as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount of either of the respects set forth would cause serious and substantial damages to the Association, and it would be difficult, if not impossible to prove that amount of damages. The parties hereto have computed, estimated, and agreed to the difficulty of estimating the exactness of the resulting damages.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____ 20 _____.

Doña Ana Mutual Domestic Water Consumers Association

Board President Signature

Member Signature

Board Secretary/Treasurer Signature

Member Signature

(SEAL)

“The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in the program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluation of your application or to discriminate against you in anyway, However if you choose not to furnish it, we are required to note that race/national origin of individual applicants on the basis of visual observance or surname.

_____ ***White, not of Hispanic origin.*** A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

_____ ***Black, Not Hispanic origin.*** A person having origins in any of the black racial groups of Africa.

_____ ***American Indian or Alaskan native.*** A person having origins in any of the original peoples of North America and who maintain Cultural identification through tribal affiliation or community recognition.

_____ ***Hispanic.*** A person having origins of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of Race

_____ ***Asian or Pacific Islander.*** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 29250

“Equal Opportunity Program”

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