



WATER SERVICE AGREEMENT

510 34 Road Clifton CO 81520

Tel: (970) 434-7328 | email: customerservice@cliftonwaterdistrict.org

Date

Service Address

City CO Zip Code Account #

CWD Tap # CWD Receipt #

Mesa County Tax Parcel ID # Project completion date (est.)

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

Owner(s) Contact Person

Mailing Address Contact Phone

City State Zip Code email

In consideration of the Owner's payment to the District of a Tap Fee of , the District authorizes tap(s) 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.

Upon execution of this agreement, monthly billing will commence. A Service Charge of \$20.00 will be charged on the first water bill after the service is placed in the new Owner's name. This is a one-time charge per Owner, for changing the District's records.

All costs including labor, machinery, and materials required for the installation of a tap are the responsibility of, and paid for, by the Customer/Owner. The Customer/Owner will install all waterworks facilities in accordance with the District's General Standards and Material Specifications as determined and controlled by the District. The 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 authorized to access the meter pit in case of an emergency only. 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.

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.

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 Tap 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