

**2019-2020 AGREEMENT TO ACCEPT AND  
PURCHASE SUPPLEMENTAL WATER  
\*REVISED\***

Water User Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

WWD Account No. \_\_\_\_\_ Amount Requested (AF) \_\_\_\_\_

- I request **only** supplemental non-Project water.
- I will take **either** supplemental non-Project or supplemental Project water.
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I, herein referred to as "Water User", hereby request that the District purchase on my behalf the amount of water requested above for the March 2019 – February 2020 Water Year and agree, as a condition of the allocation and furnishing of any agricultural water during that water year and in accordance with the District's Regulations, policies, and applicable agreements, as follows:

1. To accept, if and when provided by the District, the total amount of Supplemental Water requested herein. Notwithstanding the foregoing, the District will not allocate water to land for which charges or assessments have been delinquent for 30 days or more at the time water is allocated or to any land for which advance payment is required until such advance payment is received, or in lieu thereof security, in a form acceptable to the General Manager, for such payment has been provided.
2. To purchase the requested quantity of water if the District makes the water available. I understand, however, that I can revoke this agreement by written notice to the District, provided the District has not already agreed with other agencies to acquire water on my behalf.
3. Water will become available as it is acquired and is dependent on various factors, including excess capacity available in the Central Valley Project and State Water Project.
4. To pay the actual delivered cost of Supplemental Water, to make advance payment for such water purchased on my behalf by the District at the time payment is requested and to make all payments by the due dates specified in the District's Terms and Conditions for Agricultural Water Service.
5. The District, in its sole discretion and dependent upon actual water supplies for the year, may withdraw water made available for allocation, and reduce my outstanding water request by the same amount, if any advance payment for such water is delinquent for 30 days or more.
6. Except as otherwise provided by the District, to remain liable to the District for any unused portion of the water unless the District is able to sell the water to another water user or the water has been transferred to another water user.
7. To comply with the Terms and Conditions for Agricultural Water Service and the Regulations for the Allocation of Agricultural Water, copies of which will be furnished upon request, both of which are incorporated herein as though set forth at length.
8. Allocation calculations will be based on irrigable acres as determined by U. S. Farm Service Agency or District measurements.

9. The District will notify Water User as to the amounts of water allocated to him/her and maintain a record of the revisions, if any, of his allocated water supply.

10. The District may use any funds held for the benefit of or on behalf of Water User to pay or offset any monetary obligation Water User has to the District.

11. Water User hereby further agrees that there are no intended third party beneficiaries to this Agreement and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of Water User or the District shall be for the sole and exclusive benefit of Water User or the District.

Date \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_

I, herein referred to as "Landowner," hereby attest that the Water User possesses my land, that is the subject of this Agreement to Accept and Purchase Supplemental Water (Agreement), pursuant to a valid lease, and I consent to the Water User's request for Supplemental Water for the March 2019 – February 2020 Water Year and agree, as a condition of the allocation and furnishing of any agricultural water during that water year to also be bound by all the terms of this Agreement in the event that I regain possession of the land that is subject to this Agreement before all the water that has been requested herein is delivered and all District costs are paid.

Date \_\_\_\_\_ Print Name (Landowner) \_\_\_\_\_

Signature \_\_\_\_\_

**Please complete this agreement and return it to the Fresno Office no later than close of business, May 15, 2019. Mail it to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703. Requests postmarked, but not received by the due date are not considered timely.**