

**2023-2024 AGREEMENT TO ACCEPT AND  
PURCHASE SUPPLEMENTAL WATER**

Water User Name \_\_\_\_\_ Email Address: \_\_\_\_\_

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 Supplemental Water requested above for the March 2023 – February 2024 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 Supplemental Water to land for which charges or assessments have been delinquent for 30 days or more at the time Supplemental Water is available to be 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 Supplemental Water if the District makes the Supplemental 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 Supplemental Water on my behalf.
3. Supplemental Water will become available to be allocated as soon as reasonably possible after it is available to the District, which 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 Supplemental 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 Supplemental Water supplies for the year, may withdraw Supplemental Water made available for allocation, and reduce my outstanding Supplemental Water request by the same amount, if any advance payment for such Supplemental 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 Supplemental Water unless the District is able to sell the Supplemental Water to another water user or the Supplemental Water has been transferred to another water user.
7. To comply with the Terms and Conditions of the Westlands Water District Agricultural Water Service Agreement, 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 Supplemental Water allocated and will maintain a record of revisions, if any, of the allocated Supplemental 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, including obligations associated with Supplemental Water.
11. 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 \_\_\_\_\_

**Please complete this agreement and return it to the Fresno Office no later than close of business, May 1, 2023 by mail, facsimile, or attachment via email.**

- **Mail to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703. Postmarked by the due date is considered timely. You may also hand deliver the agreement to the District's Fresno Office, at 3130 N. Fresno Street.**
- **Scan and email to: [customeraccounting@wwd.ca.gov](mailto:customeraccounting@wwd.ca.gov)**
- **Facsimile to: (559) 241-6276**