

**2023-2024 AGREEMENT TO ACCEPT AND
PURCHASE FLOOD FLOWS AND/OR SECTION 215 WATER
FROM MENDOTA POOL**

Water User Name _____ Telephone No. _____

WWD Account No. _____ Amount Requested (AF) _____

I, herein, referred to as "Water User," hereby request that the District purchase on my behalf the amount of flood flows and/or Section 215 water requested above for the March 2023-February 2024 Water Year and agree, as a condition of the allocation and furnishing of any flood flows and/or Section 215 water during the 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 Section 215 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 committed to acquire water on my behalf.
3. Flood flows and/or Section 215 water will become available as it is acquired and is dependent on various factors, including excess capacity available in the Central Valley Project.
4. To pay the actual delivered cost of such water 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, 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. That flood water and/or Section 215 water must be used before the end of the month in which it is made available for allocation.
7. 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.
8. 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.
9. Allocation calculations will be based on irrigable acres as determined by U. S. Farm Service Agency or District measurements.
10. The District will notify Water User as to the amounts of water allocated and maintain a record of the revisions, if any, of allocated water supply.
11. The District may use any funds held for the benefit of or on behalf of the water user to pay or offset any monetary obligation the water user has to the District.

12. 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 the Water User or District shall be for the sole and exclusive benefit of the Water User or District.

Date _____ Print Name _____

Signature _____

Please complete this agreement and return it to the Fresno Office by close of business, March 15, 2023. Mail it to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703, fax to (559) 241-6276, or scan and email to customeraccounting@wwd.ca.gov.