



Westlands Water District

WWD Transaction No. _____

WATER TRANSFER

_____, Westlands Water District Account No. _____,
hereinafter referred to as "Transferor," and _____,
Westlands Water District Account No. _____, hereinafter referred to as "Transferee," agree as follows:

1. Subject to District review, Transferor transfers _____ acre-feet of agricultural water supply during the 20_____ Water Year. Indicate type of water to be transferred: _____

2. Transferor and Transferee authorize the District to act as their agent and do all things necessary to effect the transfer in accordance with District Regulations. Transferor and Transferee understand and agree that District acceptance of and consent to this transfer is based on conditions known to the District at the time of the processing and that District consent may be revoked if it is later determined that such conditions or knowledge were in error.

3. Transferor and Transferee expressly warrant and represent that they have the power and authority to transfer and receive the water allocation free and clear of any claim by third parties.

4. Transferor and Transferee agree to indemnify and hold the District harmless from any liability of any type or nature, including but not limited to any claim made by either of the parties hereto, or by any third party which asserts that the District has wrongfully allocated or delivered water to a person not entitled to it, or has wrongfully refused to allocate or deliver water to a person entitled to it, in connection with the District's consenting to and participating in the within transfer.

5. Transferee agrees to pay the District for the water allocation transferred to him as a result of this agreement. The payment shall be made in accordance with the Agricultural Water Allocation Application and Purchase Agreement. Transferor understands that his water supply will be reduced by this amount and transferor is relieved of his obligation, as a water user, to pay for the water transferred under this agreement. However, nothing in this agreement shall constitute a waiver of existing or future landowner obligations with respect to liability for water allocated or furnished to lands owned by either the Transferor or Transferee.

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

7. If the water that is the subject of this Water Transfer is intended to satisfy any Ag Related M&I Use, Transferee acknowledges that the District has no obligation or duty to make available to the Transferee (M&I Water User), in any year, a quantity of water in excess of the quantity transferred into the Transferee's (M&I Water User's) account pursuant to this Water Transfer.

TRANSFEROR:

TRANSFEEE:

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

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