

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT

Application for Water Service

TO: Tehachapi-Cummings County Water District
P. O. Box 326
22901 Banducci Road
Tehachapi, CA 93561
Telephone: (661) 822-5504

Date: _____

APPLICANT _____ APN#: _____ Acres: _____

Name: _____ Telephone: _____

Fax: _____

Mailing Address: _____ Cell: _____

Property Owner(s) Name(s): _____

Address: _____

Address/Location of Premises Upon Which Water Will Be Used: _____

Date Service is to Commence: _____

Estimated Acre Feet To Be Used Per Year: _____

Maximum Flow in Gallons Per Minute: _____

Purpose For Which Water Will Be Used: Agriculture Municipal/Industrial

Number of Acres: _____ Type of Crop(s): _____

If use of Water is M&I, is a Term M&I Agreement to be executed? Yes No

Submitted Herewith Are:

- { } Executed Term M&I Agreement in Duplicate. (Applicable only if M & I use is involved and lower rate is desired. A minimum of five acre feet of water must be purchased each year.)
- { } Connection Fee in the Amount of \$ _____.
- { } Copy of Vesting Deed for premises upon which water will be used.

The undersigned applicant understands that upon approval of this application, District will take steps toward installation of the necessary facilities for service. However, applicant understands that District is not liable for any direct or consequential damages of any kind to applicant by reason of delay in the commencement of service. Applicant also understands that as a part of this service contract, it is subject to Resolutions No. 15-09, 20-11 and 5-13 of the Tehachapi-Cummings County Water District, as the same may be hereafter amended, and to any successor resolutions thereto as the same may be hereafter amended, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Applicant acknowledges receipt of a copy of said Resolutions No. 15-09, 20-11 and 5-13. If this application results in a Term M&I Agreement, the provisions of said Term M&I Agreement will modify the provisions of this paragraph.

All water sold by District will be untreated water. It shall be the responsibility of the water user utilizing, serving or otherwise disposing of the same for human or animal consumption to cause such treatment thereof as may be required by any applicable law, rule or regulation for any such use and as may be in addition thereto be necessary or desirable to any such use. District expressly disclaims any warranty or representation of suitability for any of the above uses, and the water user shall assume full responsibility therefore. The water user shall provide any person to whom the water is otherwise sold or disposed of a copy of this section, unless such user shall have treated said water in accordance with all applicable laws, rules and regulations. No water user or other person shall serve water obtained directly or indirectly from the District in a domestic water system without first complying with all applicable laws, rules and regulations. There is further no warranty or representation concerning any use of delivered water as to content of dissolved or undissolved solids in the water, salts, or absence of impurities or foreign objects in any water delivered, nor as to the long or short-term effect on soils, pipes or fittings of utilization of water delivered.

SPECIAL NOTICE: If at any time during the period of this agreement incidental domestic water is to be used under an agricultural service, the Kern County Health Officer must approve fresh water treatment equipment prior to establishment of such service. District will not allow the final connection of such service until a health inspection certificate has been filed with the Tehachapi-Cummings County Water District.

The undersigned applicant understands that upon approval of this application, District will take steps toward installation of the necessary facilities for service. However, applicant understands that District is not liable for any direct or consequential damages of any kind to applicant by reason of delay in the commencement of service. Applicant also understands that as a part of this service contract, it is subject to the Rules and Regulations for the Sale, Use and Distribution of Water as adopted by Resolution No. 13-09 of the Tehachapi-Cummings County Water District (the “Rules and Regulations”), as the same may have been heretofore amended, or as the same may be hereafter amended, and to any successor Rules and Regulations as may be thereafter adopted, and that all rates, charges and other rules and regulations are subject to amendment at any time without prior notice to applicant. Applicant acknowledges receipt of a copy of the Rules and Regulations. If this application results in a Term M&I Agreement, the provisions of said Term M&I Agreement will modify the provisions of this paragraph.

SIGNATURES REQUIRED:

Owner(s) Signature(s) _____

Tenant(s) Signature(s) _____

FOR DISTRICT USE ONLY

Turnout from which service is requested? _____

Is new turnout required: Yes _____ No _____

Date of board authorization: _____

Size of service requested: _____

Special facilities required: _____

Amount of deposit required: _____

The above application is approved and accepted this _____ day of _____.

Tehachapi-Cummings County Water District

By: _____

Tom Neisler, General Manager