



# Maricopa Mountain Domestic Water Improvement District

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## Temporary Standpipe Service Agreement

Applicant Name: \_\_\_\_\_

Assessor # \_\_\_\_\_

Lot Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Account # \_\_\_\_\_

Phone # \_\_\_\_\_

E-mail: \_\_\_\_\_

Paperless ☐

I, the above Applicant(s), hereby seek the temporary privilege to purchase water for hauling from Standpipe facilities of the Maricopa Mountain Domestic Water Improvement District ("District") for use at the above property only, subject to all of the following provisions:

This Temporary Service Agreement, for hauling water to the above property from District facilities, is offered with a deferred fee in exchange for participating in the piped water development project and is effective until distribution is available to the above property. Afterwards, if I wish to continue to use the standpipes, I agree to pay the nonrefundable fee of \$1,000.00; or cancel the standpipe service in writing and owe nothing. This agreement can be transferred to a buyer of the above property by following the District's transfer procedure.

In exchange, I will receive from said District the use of District facilities, subject to fees from time to time set by the District. Participation in District board of director meetings and elections shall be subject to the Arizona open meeting law and domestic water improvement district laws.

I agree to pay for any water hauled by my account number, and any maintenance, service, base, or other fees billed to my account. At the time of signing, the fees are \$0.006 cents per gallon of water up to 6,000 gallons and \$0.0135 cents per gallon for 6,001 gallons to 10,000 gallons and \$0.018 cents per gallon over 10,000 gallons and a \$30.00 monthly base service fee. These fees are subject to change without prior notice.

I acknowledge that the District, its board of directors, its staff, and its members make no guarantees as to the future availability of water from any District wells.

I shall use water obtained from the District for domestic use only and only at the property it is assigned to. If, according to Pinal County records, this parcel is ever split or divided, I agree to notify the District in writing and designate one lot, within the original parcel, to assign this agreement to.

I agree that I will not share this account with other properties. I also will not have the well key duplicated nor loan it to anyone. The standpipe card and keys are the property of the District and must be returned to the District upon written request by the District.

If my account becomes delinquent for failure to make payments for water usage, the base fee, or any other fees charged to the account, or if I am in violation of this agreement or any of the by-laws, rules and/or policies that may be adopted by the District, I agree that my privileges to purchase water may be suspended by the board of directors or its agents and the District shall have no obligation or liability to me for such suspension. If my water privileges are suspended, I understand that I must come into compliance with this agreement and all District by-laws, rules and/or policies, and pay all amounts due and any disconnection and/or reactivation fees, if applicable, before the suspension is ended.

If my account becomes delinquent for more than 90 days, I agree this agreement may be terminated by a majority decision of the District board of directors and the District shall have no obligation or liability to me for such termination. If the District board of directors so terminates this agreement, I agree that I will still owe the District all amounts due on my account and I will pay any and all attorney's fees and court costs of the District necessary to collect the amounts owed to it. I further understand, failure to pay the amount due in full or establish an acceptable payment schedule may result in a Lien against the landowner.

I agree to abide by this agreement and any bylaws, rules and/or policies adopted by the District as the same are from time to time in effect. Any and all bylaws, rules and/or policies that may be adopted by the District are subject to change from time to time without prior notice.

I, the undersigned, have received the District Policies and Procedures and understand & agree to the terms of this agreement.

Applicant(s) \_\_\_\_\_

Date \_\_\_\_\_

Maricopa Mountain DWID \_\_\_\_\_

Date \_\_\_\_\_