

**KERN DELTA WATER DISTRICT
PART 1 – SPECIAL PROVISIONS
TEMPORARY WATER SERVICE FOR SPECIAL PURPOSES**

This Agreement is entered into this _____ of _____, 2019, by and between Kern Delta Water District and _____ (Contractor) to provide for temporary water service for the uses and for the period herein. Termination of Agreement prior to said date shall be in written notice of either party.

1. Location: _____
2. Number of days authorized by this contract: _____
3. Contractor shall give 24 hour notice to Kern Delta Water District prior to pumping water.
4. Contractor herein agrees that this contract and any sale of water hereunder is a temporary accommodation for the above mentioned period only, that neither the contractor nor any sale hereunder shall establish a water right for public utility service right and that no claim will be made against Kern Delta Water District, its successors, or assigns, that contractor or the party receiving such water may be entitled to continue to receive such water as a public entity customer, as a private water right or otherwise at all.
5. Contractor will provide a meter or otherwise demonstrate quantity of water taken.
6. Contractor shall pay a processing fee of \$1,000 dollars.
7. Contractor shall pre-pay a charge of \$100 per day.
 - a. If Contractor uses less days than anticipated, Kern Delta Water District will reimburse the Contractor for the remaining days on the contract (e.g. Contractor uses 20 days instead of the contracted 30, Kern Delta will reimburse Contractor the remaining 10 days).
 - b. If Contractor goes over the contracted amount of days, Contractor agrees to pay Kern Delta Water District \$100/day for each day the Contractor went over.
8. Contractor shall restore location to original condition at the end of service
9. This Contract shall not be assigned by Contractor without the written consent of Kern Delta Water District.
10. Bodily injury coverage shall be for not less than \$1,000,000.00 per person and not less than \$1,000,000.00 per occurrence. Property damage coverage shall be for not less than \$1,000,000.00. Contractor shall provide a Certificate of Insurance listing Kern Delta Water District as additionally insured.

**KERN DELTA WATER DISTRICT
PART 2 – GENERAL PROVISIONS
TEMPORARY WATER SERVICE FOR SPECIAL PURPOSES**

1. Acceptance of Provisions: Contractor agrees that upon the performance of any work, this contract shall constitute an acceptance by Contractor of the provisions hereof.
2. Insurance: Contractor shall obtain and maintain during the term of this contract, at Contractor sole cost and expense, public liability and property damage insurance, and any other insurance required by District, in the amounts set forth in PART 1 – SPECIAL PROVISIONS. Said insurance shall be in a form and with companies satisfactory to District, shall cover the liability of Contractor under this contract, and shall name Kern Delta Water District, its officers, agents, servants, and employees as additional insureds.
3. Notice: Prior to commencing any work authorized herein, Contractor shall give at least 24 hours' notice to Kern Delta Water District.
4. Contract on Work Site: This Contract shall be kept on the premises during construction and upon request must be shown to any representative of District.
5. Satisfaction of District: All work to be performed hereunder shall be performed to the satisfaction of District.
6. Protection of District Facilities: Contractor shall properly construct, maintain and repair any facilities authorized hereunder, protect all District facilities in place, and exercise reasonable care in inspecting for any injury to District facilities, immediately notify the District of any injury to District facilities, and be prepared to immediately repair any injury to District facilities which occurs as a result of the existence of said encroachment or as the result of any work performed hereunder, at the sole discretion of and direction of the District.
7. **NO INTERFERENCE WITH WATER DELIVERIES: CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT: (a) DISTRICT IS A PUBLIC ENTITY RESPONSIBLE FOR THE DELIVERY OF IRRIGATION WATER TO ITS CUSTOMERS WITHIN ITS SERVICE AREA; (b) SAID DELIVERIES ARE NEEDED TO MEET CROP DEMANDS ON A SEASONAL BASIS AND THE FAILURE TO ADEQUATELY AND TIMELY DELIVER WATER TO MEET SUCH CROP DEMANDS MAY SUBJECT DISTRICT TO LIABILITY NOT ONLY AS TO THE VALUE OF THE WATER DELIVERED BUT ALSO AS TO**

CROPS WHICH MAY BE DAMAGED OR DISTROYED BY DISTRICT'S FAILURE TO ADEQUATELY AND TIMELY DELIVER SUCH WATER; AND (c) TO MEET THESE OBLIGATIONS DISTRICT MUST BE ABLE TO OPERATE AND USE THE FULL CAPACITY OF ITS FACILITIES WITHOUT INTERFERENCE OR OBSTRUCTION OF ANY SORTY EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN PART 1 – SPECIAL PROVISIONS. CONTRACTOR EXPRESSLY REPRESENTS TO DISTRICT THAT IT UNDERSTANDS AND ACKNOWLEDGES SUCH FACTS AND CIRCUMSTANCES AND FURTHER REPRESENTS THAT THE WORK BEING PERFORMED UNDER THIS CONTRACT WILL NOT INTERFERE WITH DISTRICT'S SAID WATER DELIVERIES EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN PART 1 – SPECIAL PROVISIONS.

8. Handling of Storm Waters: Contractor is advised and understands that District's facilities are used for disposal of nuisance waters at all times, and surface waters during rainy weather, and (a) Contractor shall not interfere with such use or (b) shall, with concurrence of District, make arrangements to handle or transport such flows at no cost to District.
9. Indemnity: Contractor agrees to protect, defend, indemnify and hold District and its officers, agents, servants and employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character (including the amount of judgment, penalties, interest, court costs, and legal fees incurred by District or its officers, agents, servants and employees in defense thereof) arising in favor of any party (including governmental agencies or bodies) on account of taxes, claims, liens, debts, personal injuries, or death (including injury to or death of officers, employees, servants, and agents of District) or damages to property (including property of District) and, without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with or arising directly or indirectly out of performance or non-performance by Contractor hereunder; except to the extent of rising out of the negligence or willful misconduct of District, its officers, employees or contractors. Contractor further agrees to investigate, handle, respond to, provide defense, with counsel as selected by the District, for and defend any such claim, demand or suit at its sole cost and expense, and agrees to bear all other costs and expenses related thereto even if the claim, demand or suit is groundless, false or fraudulent. District will give notice to Contractor of any known event wherein Contractor shall be obligated to perform under this indemnity provision.
10. Restoration: Contractor shall restore the premises (including fencing) as nearly as possible to the same state they were in prior to the construction and, in any event, to a condition fully satisfactory to District. Said restoration shall be accomplished in a manner which does not adversely affect the capacity or flow characteristics and/or safety of District's facilities and rights-of-way.

11. Relocation: At such time or times as, in the opinion of District, the facilities constructed and installed hereunder interfere with District's reasonable use of, or operations upon, its right-of-way, Contractor shall, at its own risk and expense, within sixty (60) days after notice from District, relocate and reconstruct said facilities as specified by District in its notice, and Contractor shall immediately thereafter restore the premises.
12. Removal: Contractor agrees that, in the event this contract be terminated for any cause, it will, upon request of District, its successors or assigns, immediately upon such termination, at its own expense and risk, remove all facilities placed by in, over and upon the premises, and Contractor shall immediately thereafter restore said premises.
13. No Interest in real Property: It is agreed and understood that no interest in real property is conveyed hereby but merely the right of encroachment on the surface of the premises for the purpose stated herein.
14. No Precedent: This contract is granted with the understanding that no precedent shall be established with regard to permitting any certain kind of encroachment within District rights-of-way.
15. Termination: Except as may be otherwise provided, this contract shall continue in full force and effect until terminated by operation of law, by mutual consent, by terms contained within the contract, or by Contractor abandonment of the facilities constructed hereunder. Abandonment shall be conclusively presumed following twelve (12) months continuous non-use of said facilities.
16. Other Permits: Contractor shall secure, whenever required by law, a written order or consent to the performance of the work contemplated hereunder from any public board or body having jurisdiction, and this contract shall not be valid or effective until such order or consent is obtained. In addition, Contractor shall secure, whenever necessary, the written permission of any other persons or entities having or claiming to have any interest in the Premises prior to the start of construction, it being understood that District does not warrant or guarantee its title to said property nor the nature and extent of its interest therein.
17. Non-Assign ability: This contract is personal to the Contractor and shall not be assigned by said Contractor, either in whole or in part, without the written consent of District first had and obtained.
18. Successors in Interest: This contract shall endure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns.