

Membership/Account # _____

**APPLICATION FOR WATER SERVICE &
if approved, signed and with association seal it becomes a
MEMBERSHIP CERTIFICATE/WATER USERS AGREEMENT**

This AGREEMENT entered into between the Cuatro Villas Mutual Domestic Water Association, a nonprofit corporation, organized under the Sanitary Projects Act, Sections 3-29-1 to 3-29-19 NMSA 1978, for the purpose of providing a domestic water system for its members, and hereinafter called the "Association", and _____ and/or _____, member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to purchase water services from the Association, to become a voting member of the Association, and to enter into a users agreement as required by the Bylaws of the Association;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows, the Association shall furnish, subject to the state and federal law and regulations and in accordance with its Bylaws and Rules and Regulations, now in force or as hereafter amended, a safe and adequate quantity of water for use by the Member on the following described property:

Describe the physical location: _____

Describe legal description as it appears on your County tax records:

Grant of Perpetual Easement. (THIS EASEMENT ONLY APPLIES WHEN THE WATER SYSTEM GOES THROUGH THE MEMBER'S PROPERTY and/or IF THE METER IS LOCATED INSIDE THE MEMBER'S PROPERTY). If the Member requests service from the Association where a public right-of-way does not exist for the water lines and appurtenant facilities, the Member agrees to grant to the Association, its successors and assigns, a perpetual easement twenty (20) feet in width, if such width is available, for the installation of the pipeline and centered over said pipeline, or five (5) feet in diameter from the center of any water meter, over, under and upon the above described land, with the right to locate, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, water meter and/or appurtenant facilities, with the rights of ingress to and egress from the Member's property.

Assignment of Inside Ground Water Right. (APPLIES ONLY IF THE PROPERTYOWNER/ LANDOWNER HAS A DOMESTIC WELL) The Member hereby assigns ONLY the **inside** domestic-use portion of the ground water rights of his/her domestic well to the Association (**1/4 acre ft.**), its successors and assigns, so that the Association can provide the Member with safe and adequate water at the time that service becomes available. This assignment **does not** include the **outside** domestic-use portion of the ground water rights of the Member's domestic well, which he/she will continue to own and hold for his/her exclusive benefit in meeting the need for water outside the house. The Member hereby reserves the right of reversion of this assignment of the inside domestic-use portion of the ground water rights of his/her domestic well, to the Member, his/her heirs, successors and assigns, if the Association ceases to operate as a mutual domestic water system or is unable to provide safe and adequate water to the Member.

Membership Fee, Connection Fee, Water Rights Fee. Effective as follows, the Member agrees to pay: 1) Upon signing of this Agreement, a one-time non-refundable membership fee of \$_____, 2) a connection fee of \$_____ and 3) a water rights fee of \$_____, to partially reimburse the Association for its purchase of water rights. (THIS WATER RIGHTS FEE ONLY APPLIES TO THOSE MEMBERS WHO DO NOT HAVE DOMESTIC WELLS FROM WHICH A WATER RIGHT CAN BE ASSIGNED TO THE ASSOCIATION. THOSE MEMBERS WHO HAVE DOMESTIC WELLS **DO NOT** HAVE TO PAY THIS WATER RIGHTS FEE BECAUSE THEY HAVE ASSIGNED THE INSIDE DOMESTIC-USE PORTION OF THEIR WELLS TO THE ASSOCIATION.)

Location of Service. The Association shall purchase and install a cutoff valve, water meter and a pressure reducing valve, if needed, for each service. The Association shall have exclusive right to access and use such cutoff valve, water meter and pressure-reducing valve. The Association reserves the right to make the final decision in selecting the location of the water meter and service line connection to its distribution system.

Conservation and Progressive Water Rate. In order to provide water to the most residents possible, the Association discourages the use of water provided by the Association for any purpose other than domestic use. The Association encourages the conservation of its water through the continued use of the Members' domestic wells for outside use, wherever possible. The Association will adopt progressive water rate charges that increase for excessive water use, and shall determine the allocation of water to Members in the event of a water shortage.

Connection of Service Requirements. Subject to the inspection and approval of the Association, the Member shall install and maintain at his/her own expense a service line that shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, PROVIDED THAT THE ASSOCIATION HAS DETERMINED IN ADVANCE THAT THE SYSTEM HAS SUFFICIENT CAPACITY TO PERMIT DELIVERY OF WATER AT THAT POINT. The Member agrees to disconnect his place of use from his current water supply before switching and connecting to the Association's system, and agrees that no other existing or future source of water will be connected to any of the Association's water lines. The Association will penalize and may shut off water and cancel membership of a Member who allows a connection or extension to be made by another individual for the purpose of supplying water to that person.

Payment. Water service charges (base rate only) to the Member shall commence on the date the membership application is approved by the Board, whether or not the Member connects to the system. The failure of a Member/customer to pay water service charges duly imposed shall result in the automatic imposition of the penalties established in the Rules and Regulations of this Association, including:

1. Nonpayment within the due date will be subject to a penalty.
2. Nonpayment and/or non-payment arrangements within a time specified in the Rules and Regulations will result in the water being shut off to the Member's property or a loss of membership privileges.
3. In the event that it becomes necessary for the Association to shut off the water to a Member's property, a fee will be charged for disconnection and reconnection of the service.
4. The Association will collect past due and/or any overdue amount either by placing a lien on member's property, sending overdue amounts to a collection agency or by taking members to court.

Compliance with Rules. The Member agrees to comply with and be bound by the Articles, Bylaws and Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water service at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as stated above, or as set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

This document is your **Certificate of Membership** into this Association. To be valid it must be signed by the member(s) and an authorized association official and have the Association seal. The original will be kept by the Association as a permanent record, and a copy of the original will be mailed to the Member for his/her records.

IN WITNESS WHEREOF, I / we have executed this agreement on _____, 20__ .

CHECK ONE OF THE FOLLOWING TWO STATEMENTS WHICH APPLIES TO YOU:

_____ I have a domestic well on my property and I do not owe the \$_____ water rights fee because I am herein assigning the inside portion of my ground water rights to the Association.

_____ I do not have a domestic well on my property and I do owe the \$_____ water rights fee in accordance with the terms and conditions of this Agreement.

Applicant / Member Signature

Applicant / Member Signature

Mailing Address: _____

**It is the responsibility of the Member to
Keep contact information (mailing address,
email, and phone#) current with the Association.**

Phone: _____

Email: _____

ATTEST:

Authorized Association Official: _____ Date: _____
Name Title

Association Seal:

Board Secretary Signature

Date

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For Association Use Only

Membership Transferred, Canceled, Other _____ Date: _____

Comments: _____

