

Methow Valley Irrigation District
2020 EXTRA WATER USER AGREEMENT
SEASONAL AGREEMENT FOR INTERRUPTIBLE WATER USE

This agreement between _____ (“Purchaser”) and the Methow Valley Irrigation District (“MVID”; “District”) sets forth the following conditions in regard to the sale of service to landowners whose land is within the historical boundaries of the MVID but not currently assessed by the district.

The MVID, subject to availability of surplus water, agrees to sell and Purchaser agrees to buy irrigation services to be delivered to Parcel # _____, Twisp, WA, in accordance with the decision of the Board of Directors of the district, with the following terms and conditions.

This agreement applies to the 2020 irrigation season only.

Delivery of water by the district is subject to the availability of sufficient water to supply water for this sale. Delivery may cease at any time during the irrigation season. In the event there is a shortage and the delivery of extra water is ceased, the Board of Directors shall take into consideration the portion of the season during which the Purchaser was able to use the service and shall decide on that basis whether a refund through prorating of services is due.

Delivery of water by the district is subject to any conditions that may be imposed by MVID’s Board of Directors, including the requirement to have an irrigable-acreage map prepared if the district’s map book does not include an accurate, up-to-date map of the parcel. Any infrastructure needed must be installed at the owner’s expense and risk, in compliance with all applicable district rules and only after approval of a construction agreement by the district.

The area irrigated may be no greater than the irrigable acreage of said parcel, as determined using the methodology established by Aspect Consulting as a part of the district’s 2015-16 right-sizing. The land owner is responsible for all costs associated with determining the irrigable acreage of the parcel.

The water delivered to the purchaser shall not exceed _____ acre-feet (4 acre-feet per irrigable acre), and the maximum diversion rate shall not exceed _____ gallons per minute (9 gallons per minute per irrigable acre). If MVID knows or has reason to believe that the Purchaser is exceeding the acreage, volume, or rate provisions of this agreement, the District may install a meter at the Purchaser’s expense. If measured water use exceeds that allowed by this agreement, MVID may cease delivery and no refund will be granted.

Payment for services shall be due to the District Secretary before April 15, 2020. Charges for delivery of water are to be fixed by the Board of Directors. The rate for such use shall in no case be less than the rate charged to District members.

The district Watermaster or his authorized agent shall control all settings for delivery of water. In the event of a dispute between parties hereto, the purchaser agrees to be bound by the decision of the Directors of the MVID. It is further agreed that the rules and regulations binding to patrons of the district will apply to extra water users.

Irrigable acres: _____

Amount due: \$ _____

Purchaser signature

Date

Please sign and return this agreement with payment no later than April 15, 2020.

METHOW VALLEY IRRIGATION DISTRICT
PO Box 860
Twisp, WA 98856

You may call the District Secretary at (509) 997-2576 with any questions