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Umpqua Basin Water Association, Inc.

WATER USERS AGREEMENT

THIS AGREEMENT between UMPQUA BASIN WATER ASSOCIATION, INC., a corporation organized and existing under and by virtue of the laws of the State of Oregon, hereinafter called "Association", and

a member of the Association, hereinafter called "Member".

WITNESSETH:

Whereas, Member desires to purchase water from Association and to enter into a water users agreement as required by the By-laws of Association.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

1. Association agrees to furnish, subject to the limitations hereinafter provided, such quantity of water for domestic, industrial, commercial, livestock and garden purposes as Member may desire in connection with his occupancy of the following described real property in Douglas County, Oregon:

Provided, however, that Member may have delivered to him through a service line only such water as may be necessary to supply the needs of persons residing in a single family dwelling, and of the livestock owned by such persons, and to irrigate a garden of not to exceed 1/4 acre, or as such water is needed to supply the industrial, commercial or domestic needs of Member if Member is other than a farmer or rural resident.

2. Member agrees and acknowledges the water requirement is for the specific single family dwelling, residence or structure as described above as the real property in Douglas County, Oregon. Member also acknowledges that if there is more than the single family dwelling, residence or structure as described above as the real property in Douglas County, Oregon, a second water meter may be required. If Member has an approved, or acquires a Douglas County Hardship, at the above described real property, then Member will comply with the Association's Hardship Policy for said parcel.

3. Member agrees to pay for such water as he may use at the current rate prescribed by the Board of Directors of Association pursuant to the provisions of the By-Laws of Association., the water delivered through each service line being metered and the cost thereof determined separately. A flat minimum monthly rate shall be charged each Member for the first one thousand (1000) gallons of water or any fraction thereof, such flat minimum rate to be payable irrespective of whether any water is used by Member during any such period, and additional charges will be made for additional water used by Member. The determination of the quantity of water used by each Member will be based upon the reading of water meters installed by the Association as provided for by the By-laws. The rate to be charged by Association shall always be sufficient to enable it to pay all costs of operation and maintenance of the water system, principal and interest on loans, other indebtedness of Association, to provide funds to meet replacements and additions to the system, and any unforeseen contingencies.

4. Member agrees to provide and maintain open, and clear access to read, and maintain water meter as needed by Association. Failure to do so will result in charges to Member for Association to open, and clear access to read and maintain water meter. Member further agrees to acknowledge and keep any and all easements affecting Member's parcel open for Association's access to mainlines and service lines.

5. In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event of a water shortage, Association may prorate the water available among the various Members on such basis there as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto, or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock, garden, industrial and commercial purposes, Association must first satisfy all the needs of the members for domestic purposes before supplying any water for livestock purposes, and must satisfy all the needs of all of the members for both domestic and livestock purposes before supplying any water for garden, industrial and commercial purposes.

6. Payment of the flat minimum rate and of additional charges for additional water supplied Member shall be made at such time as the Board of Directors of Association may prescribe; provided that if payment of such charges is not made for a period of thirty (30) days after they become due, Association shall have the right to refuse to supply water to member until payment is made; and provided further that in event payment of such charges is not made for a period of sixty (60) days after they become due, Association may, in addition to all other rights and remedies that it may have, elect to terminate Member's membership in the manner provided by the Association's By-laws, and in such event, Member shall not be entitled to receive, nor Association obligated to supply any water under this agreement.

7. This agreement shall be in full force and effect continuously hereafter so long as Member shall continue to be a Member of Association; provided that if a husband and wife have jointly signed this agreement, and said husband and wife are joint holders of a certificate of membership in Association, then upon death of either, this agreement remains in full force and effect between the survivor and Association as though this agreement had originally been signed solely by such survivor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated
this _____ day of _____, 20_____.

_____	_____
Applicant Name (Print)	Applicant Name (Print)
_____	_____
Applicant Signature	Applicant Signature
_____	_____
Applicant Name (Print)	Applicant Name (Print)
_____	_____
Applicant Signature	Applicant Signature

UMPQUA BASIN WATER ASSOCIATION, INC

Bradley E. Johnson
Manager