Rev. 3/11/25

FARMERS WATER DISTRICT

OFFICE-- 8211 N FRESNO ST., FRESNO, CA 93720
WATER ORDERS (559) 479-9078/OTHER (559) 479-2109

TERMS AND CONDITIONS FOR AGRICULTURAL WATER SERVICE

1. The allocation and furnishing of water shall be subject to all regulations of the Board of Directors of the District as the same may exist now or hereafter be amended or adopted. In the event of a conflict between these terms and conditions and the regulations, the latter shall be controlling.

2. All water shall be delivered pursuant to a request by the water user for the delivery to a specific parcel of land. The request shall be made within the time and in the manner prescribed by the General Manager. All matters relating to the distribution of water and the maintenance of the District's canals, ditches and conduits shall be under the general supervision of the General Manager acting under the authority and direction of the Board of Directors.

3. The District will use its best efforts, to the extent that it has water and capacity available and taking into account the requirements of other water users to receive water from District facilities, to provide such water in the manner and at the times requested. The District may temporarily discontinue water service or reduce the amount of water to be furnished for investigation, inspection, maintenance, repair, or replacement of any of the District's facilities. The District will give the water user notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which event no notice need be given. No liability shall accrue against the District or any of its officers, directors, or employees for damage, direct or indirect, because of the failure to provide water as a result of system malfunctions, interruptions in service necessary to properly operate and maintain the water distribution system, government regulation or action, or other similar causes which are beyond the District's reasonable control.

4. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, all damage or claims for damage which may arise from water users use of the water after it leaves the District's facilities. The water user further agrees that there are no intended third party beneficiaries established and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the water user or the District shall be for the sole and exclusive benefit of the water user or the District.

5. The water furnished by the District is not in a potable state and the District does not warrant the quality or potability of water so furnished. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, damage or claims for damage arising out of the non-potability of water furnished by the District.

6. The District will implement water allocations for equitable distribution of water on a per acre basis of irrigable acres. Water will be measured by the District with meters installed, maintained, and calibrated by it. Such measurements shall be final and conclusive.

7. Charges for agricultural water, hereinafter referred to as "water charges," shall be established by the Board of Directors. The water charges shall include District operation and maintenance costs and any other costs determined by the Board to be payable as part of the water charges.

Water charges shall be adjusted retroactively to the extent required and authorized by federal or state law or regulations or District regulations. The General Manager may adjust the water charges as necessary and is legally authorized to account for increases or decreases in the estimates used to establish the water charges.

8. Payments for water service shall be due on the 25th of each month or 15 calendar days after the date on which the monthly bill for such service is mailed, whichever is later.

25. When any deadline established herein falls on a Saturday, Sunday, or holiday, it shall be extended to the next working day. Payments postmarked on or before the due date shall be deemed to have been received by the due date. Charges not paid by the applicable due date shall be delinquent.

9. All payments shall be made at the District's Fresno Office.

10. All claims for overcharges or errors must be made in writing and filed with the District at its Fresno Office within 10 working days after the date the bill is received by the water user or landowner. The General Manager, or his designee, may provide for a waiver of the 10-working day requirement in circumstances where a water user has requested a meter repair and the District's meter was found not to be accurate with the District's standards. In the event the water user or landowner files a timely written protest, The filing of a protest or an appeal does not nullify the payment requirement or the District's right to discontinue water service as provided in these terms and conditions. However, in the event the protest or appeal is sustained, the District will refund the amount of the overcharge and penalty, if any.

12. The penalty for a water user's delinquent payment shall be 5 percent on current charges due, excluding any penalties or interest imposed on delinquent charges from a prior month. Delinquent charges shall bear interest at a monthly rate of 1½ percent. . All payments and credits shall be applied to the earliest delinquent charges.

13. The District may elect to file and record a Certificate of Unpaid Water Charges as provided in California Water Code Section 36729. This Certificate creates a lien in the amount of delinquent charges on any land owned by the delinquent water user, or acquired by the water user before the lien's expiration, within the recording County.

14. Agricultural water service shall not be provided to, nor shall a transfer of water be permitted to or from, any water user or parcel of land for which there are delinquent charges or assessments, regardless of the source of the water user's or parcel of land's obligation to the District or the nature of the District's service for which the charges were imposed. Water service shall be discontinued on the 1st of the month following that in which charges or assessments become delinquent, or as soon thereafter as reasonably possible; provided, that when the 1st of the month falls on a Saturday, Sunday, or holiday, such service shall be discontinued on the next working day.

15. The General Manager may require that all current charges be paid before the transfer of remaining water will be allowed.

16. The General Manager, after consultation with and approval by the Board of Directors, may also require advance payment and/or payment by cashier's check or such other actions as he may deem necessary when a water user's account is determined, based on the payment history or other actions of the water user, to create a financial risk or hardship for the District.

17. As used in these terms and conditions, the term "charges" includes water charges, land-based charges and payments due the District under any lease or other agreement between the District and the water user.

18. Agricultural water service shall not be provided to any water user who fails to provide the District with crop information at the time(s) and in the form required by the General Manager

19. By taking delivery of agricultural water from the District, the water user agrees to these terms and conditions of service.

20. The District may modify or terminate these terms and conditions; provided, that such modification or terminations are prospective only and notice therof is given prior to the effective date.