



EAST GREENACRES IRRIGATION DISTRICT

2722 North McGuire Road Post Falls, Idaho 83854 • (208) 773-7579

COMBINED ACCOUNT AGREEMENT FOR THE _____ IRRIGATION SEASON

WHEREAS, as set forth in the District Bylaws:

“A District landowner may combine his owned or leased farming units (farming units shall mean land which is being used for agricultural purposes) into one combined irrigation water account. A party strictly leasing farm units may also combine those units into a combined water account. All combining of accounts must be done by request to the District in writing and prior to **April 1** of each year in which those farm units are to be combined. In the case of parties strictly combining leased farm units, the lessee will establish an actual billing account for any overage on combined accounts. All combined accounts shall be given full credit for the total acre feet of water paid for under the minimum O &M charge for that combined account. Each combined account must be approved by the Board of Directors and signed by owners of all parcels involved.”

AND

Farm Operator:

NAME: _____

BILLING ADDRESS: _____

PHONE: _____

Requests the following leased and/or owned lands be combined into one account:

1) Description of Parcel: _____

_____ in Section _____ = _____ Acres

Name of landowner or lessor: (PLEASE PRINT) _____

Signature: _____ Date _____

2) Description of Parcel: _____

_____ in Section _____ = _____ Acres

Name of landowner or lessor: (PLEASE PRINT) _____

Signature: _____ Date _____

3) Description of Parcel: _____

_____ in Section _____ = _____ Acres

Name of landowner or lessor: (PLEASE PRINT) _____

Signature: _____ Date _____

4) Description of Parcel: _____

_____ in Section _____ = _____ Acres

Name of landowner or lessor: (PLEASE PRINT) _____

Signature: _____ Date _____

5) Description of Parcel: _____

_____ in Section _____ = _____ Acres

Name of landowner or lessor: (PLEASE PRINT) _____

Signature: _____ Date _____

TOTAL ACRES COMBINED: _____

THEREFORE, by signing this agreement, the Landowner or Farm Operator establishes a billing account for any irrigation water overage incurred from the combined accounts and is responsible for payment of such bills by December 31 of the current irrigation season.

DISCLAIMER

Neither District nor its officers, agents, or employees shall have any liability for or on account of:

- a) the control, carriage, handling, use, disposal, or distribution of such water diverted from project facilities then being operated and maintained or utilized by District;
- b) damage claims of any nature whatsoever, including but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water;
- c) any damage, whether crop damage, monetary or other damage, whether direct or indirect, arising out of or in any manner caused by the failure to supply an adequate amount of water, the shortage or absence of said water;
- d) Farm Operator shall be solely responsible for the delivery of water from the turnout assembly connected to District's water system and farm operator shall indemnify and hold harmless District from any and all liability for personal injury and damage arising therefrom.
- e) The farm operator shall obtain written permission to access delivery structures which are located on other parties land and shall assume all liability in accessing, operating and maintain facilities on those parcels.

I hereby declare that the land described above is owned by me or a lease exists which qualifies the above described lands for combined account status as described in the District Bylaws and I agree that an overage billing is hereby established.

Landowner or Farm Operator
(responsible for overage)

Date: _____

President – Board of Directors

Date: _____