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

INDIVIDUAL WATER SERVICE CONTRACT FOR
TEMPORARY AND INTERRUPTIBLE IRRIGATION
WATER OUTSIDE DISTRICT BOUNDARIES

East Greenacres Unit, Rathdrum Prairie Project, Idaho

THIS CONTRACT made this _____ day of _____, 2026 by and between the EAST GREENACRES IRRIGATION DISTRICT, hereinafter called the District, and _____, hereinafter called the Water User, for irrigation water for the 2026 irrigation season, hereinafter called the Irrigation Season.

WITNESSED THAT:

WHEREAS, the following preliminary statements are made in explanation of this contract:

(A) Water User desires to obtain a temporary, interruptible water supply from the District for irrigation of Water User's land described as follows:

_____Acres, in _____

_____

_____Acres, in _____

_____

_____Acres, in _____

_____

and/or
As depicted on the attached map.

(B) The land described above, hereinafter the "land", lies outside the District boundaries.

(C) The District has determined that said lands to be irrigated have been sufficiently cleared for agricultural purposes and receive irrigation water.

(D) District, relying upon assurances from Water User that its water supply needs are only temporary, has determined that there is an adequate system capacity at this time to permit the delivery of temporary supplemental and interruptible water to Water User for the Irrigation Season upon the terms and conditions hereinafter provided so as not to adversely affect existing or prospective future District Water Users.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AND DEPENDENT STIPULATIONS, HEREIN SET FORTH, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

TERM OF CONTRACT

1) Unless otherwise terminated as provided herein, the term of this Contract shall be for the current Irrigation Season, which consists of an approximate five (5) month period of time commencing about May 1, and terminating about October 1, of the same year.

CONDITIONS OF WATER DELIVERY

1) Subject to the terms, provisions, and conditions herein set forth, District agrees to deliver temporary, interruptible water to Water User for irrigation of the land of Water User for a period of time as set out in Item #1 above.

2) The water to be furnished by the District to the Water User shall be provided at a turnout assembly designated by the Water User for irrigation of the land above-described. Water User will be responsible for the purchase, installation, connection, and operation and maintenance of all facilities required to convey and distribute the water from the turnout assembly to the place of use. The connection of such facilities to the turnout assembly will be pursuant to District requirements. The turnout assembly shall remain in the ownership of the District.

3) The Water User understands and agrees that the delivery of the water is only temporary and is interruptible. That is, the delivery of the water may be terminated or interrupted at any time by the Board of Directors if the Board, in its sole discretion, should determine that water service to that land adversely affects project water users or that water service to Water User's land is impracticable or infeasible for the District, or in the event Water User should fail to comply with the terms of this Contract.

4) The District makes no representation, agreement, assurance, or guarantee relating to the specific pressure or gallons of water per minute or any other measure of water to be delivered to Water User.

5) District will give Water User prior notice of failure, interruptions, termination or shortage of water whenever, in its sole discretion, the District itself has sufficient prior notice, manpower and opportunity to do so.

6) The Water User understands and agrees that connection of East Greenacres Irrigation District service to any other source of water is disallowed and that violation will result in disconnection of service, to be restored only at the discretion of the Board of Directors.

7) District does not warrant the quality of water to be furnished pursuant to this Contract.

DISCLAIMER

1) No provision for the delivery of water under this contract will be construed to bind District to make water permanently available on a continuing basis to Water User and Water User fully understands and agrees that the District shall not be obligated to deliver water to Water User on an annual or permanent basis. Water User warrants and represents to the District,

and the District relies thereon, that Water User has not and will not improve land for agricultural purposes with the view of receiving the benefit of water supplied by the District for use on such lands or for domestic purposes pursuant to Idaho Code Section 42-914 and corollary provisions of the Idaho Code.

2) 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) Water User shall be solely responsible for the delivery of water from the turnout assembly connected to District's water system and Water User shall indemnify and hold harmless District from any and all liability for personal injury and damage arising therefrom.
   e) The Water User 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.

ASSIGNMENT

1) Water User shall not assign or transfer water, right to receive water or any interest herein to any other party nor to any property other than the property described herein.

RULES, REGULATIONS, AND POLICIES

1) Water User agrees to abide by the rules, regulations, and policies, not inconsistent with the provisions of this Contract, as established by the Board of Directors of the District. Water User agrees to comply with all applicable provisions of District's contracts with the United States.

2) This Contract supersedes any previous contracts for irrigation water service to the described lands and any such previous contracts are hereby null and void.

PAYMENT

1) The Water User shall reimburse the District for any above normal costs incurred for the purpose of delivering water to the land above described. These costs shall be paid prior to the start of the Irrigation Season.

2) The delivery of irrigation water by the District to the Water User is contingent upon payment of the sum set out in Item 16(e) below prior to the commencement of the Irrigation Season and payment of all other water charges in the manner, amounts and for the purposes prescribed by the District under its contracts with the United States and pursuant to the applicable laws and the policies of the District. All overage charges must be paid in full prior to December 31st of the current Irrigation Season.

3) Water User shall pay to the District charges as follows:

a) Yearly irrigation charge/acre of $_____ *
b) _____ acres at $_____ */acre for _2026_ (year) $ _____
c) Annual Maintenance Fee** $ _____
d) Other District Costs related to this Contract $ _____
e) Total payable in advance of water delivery $ _____

0.0 - 2.0 acre feet	Base O & M Charge/0.5 acre/feet
2.0 - 2.5 acre feet	100% Base O & M Charge/0.5 acre/feet
2.5 - more	120% Base O & M Charge/0.5 acre/feet

4) The total allowable acre feet of water per acre for the yearly charge of $_____ * is 2 acre feet of water per acre.

5) In the event Water User shall fail to pay the sums due and owing the District as provided under this Contract, or should otherwise breach the terms of the Contract, Water User agrees to pay to District the reasonable costs and attorney's fees incurred by the District to enforce the provisions of this Contract or in any way arising out of or connected herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

EAST GREENACRES IRRIGATION DISTRICT

by: _____
President, Board of Directors

Attest:_____
Clerk of the Board

WATER USER

_____
Water User

* 2026 Rates: 1.0 acres and less - $34.12/acre; 1.1 and greater - $28.67/acre
** Maintenance fee based on meter size: 1" $55.00, >1" $85.00