

MEMBERSHIP NUMBER: _____
Type of Service: _____
Frequency of Wastewater Service: _____
Subdivision: _____
Account Number: _____

**NON-TRANSFERABLE WATER & WASTEWATER
SERVICE MAINTENANCE CONTRACT
WITH ENTRANOSA WATER & WASTEWATER ASSOCIATION**

The undersigned (hereinafter called the "Member") agrees to purchase water and wastewater maintenance service (where centralized sewer does not exist) from the ENTRANOSA WATER & WASTEWATER ASSOCIATION) hereinafter called the "Association") upon the following terms and conditions:

A. Water Service

1. The Member will purchase, from the Association, water to be used on his/her tract as described in the Membership Agreement and will pay monthly rates established by the Board of Directors, in accordance with the By-Laws of the Association. It is agreed that the Association may limit the amount of water which it will be required to furnish to the Member. The Member also agrees to pay the reasonable Attorney's fees incurred in efforts to collect past due charges.

2. The Member shall pay a Meter Fee upon the installation of the water meter in the sum of \$ _____. The Association will run a water pipeline and Isolation Valve to the Member's property line as close as possible to the existing Association pipelines. The Member shall be responsible for installing and maintaining all other water pipelines on the Member's property.

3. At the request of the Association, the Member will execute and deliver to the Association any necessary easements and rights of way to construct, operate, maintain and repair the water pipelines across the Member's property.

4. The Member agrees that all water pipelines, meters, wells, tanks and other facilities constructed or installed by the Association shall, at all times, be the sole property of the Association, the Association having the right to remove its property at any time.

5. The Member hereby releases the Association, its employees, directors and agents from any and all claims for damages that the Member or the Property or its contents may sustain or incur now or in the future as a direct or indirect result of the Service provided by the Association, and the Member hereby waives any right of claim the Member might have, now or in the future, against the Association, its employees, directors or agents as a result of any damage that may result from the Association's provision of Service to the Property. The Member agrees that neither the Member nor any other owner of the Property or its contents will make a claim, sue, or otherwise assert rights against the Association, its employees, directors or agents for damages claimed to have resulted from the Association's Service. The Member agrees to defend and hold harmless the Association, its employees, directors and agents from all claims, suits, judgments, damages, losses and expenses, including reasonable legal fees and costs, arising in whole or in part from the Service provided by the Association.

This waiver of liability does not waive liability for an injury that the Member sustains as a result of willful, wanton or intentional misconduct by the Association or any person acting on behalf of the Association.

6. New Construction Only: Member shall have a pressure reducing valve and a pressure gauge installed in the house and an isolation valve installed on the yard line no closer than 3 feet and no further than 10 feet from Entranosa's meter can. These must be verified by Entranosa Water & Wastewater Association prior to turning the meter on.

B. Wastewater Maintenance Service

The following provisions in this section shall only apply to members who have wastewater maintenance service with the Association.

1. In accordance with Article IV, Section 3 of the By-Laws, the Member will make arrangements for the maintenance of his/her on-site wastewater treatment system, from the Association, and will pay monthly rates to be determined by the Board of Directors. The fee will pay for administration of the maintenance program and future pumping of the Members septic tank.

2. The Member may be required to pay a startup fee based on the cost of locating the Members septic tank, measuring the accumulated sludge depths, pumping the tank, and installing an access riser to facilitate future pumping, if necessary. The Member shall be responsible for installing and maintaining all leach lines on the Member's property.

3. The Member grants access to the Association, its employees and contractors, for the purpose of maintaining the on-site wastewater system and further agrees not to place obstructions in the way of the septic tank that would prevent the septic tank pumper free access to the tank. The Member agrees to hold the Association and its employees and contractors harmless from damages resulting from the Members placement of obstructions in the way of the septic tank.

4. The Member must be present or make arrangements for access to the property. The Member will be liable for all charges levied by the septic tank pumper if access is not available for the pumping and an appointment was made between the Member and the Association or the pumper before the visit. Member agrees to resolve issues associated with locked gates, animals, or other barriers.

5. The Member agrees to not discharge hazardous materials into the wastewater system that would render the sludge in the septic tank toxic for purposes of disposal. These materials include, but are not limited to, heavy metals, flammable liquids, toxic or poisonous materials, pesticides or herbicides, and strong acids or bases.

6. In the event the member sells his /her property, the Association will prorate fees of the septic pumping program into the cost of a final pumping as required by the mortgage companies to transfer the property.

7. The Association agrees to develop and maintain a maintenance plan that will comply with the requirements of the Bernalillo County Environment Health Department, the Santa Fe County Environment Department and the New Mexico Environment Department. Changes to the requirements of these agencies may drive a change to the Entranosa program.

C. General Provisions

1. The Member warrants that he/she is a member of record in good standing of the Association and this agreement shall become null and void should there be a breach of this

warranty. "Good standing" includes signing and complying with a Membership Agreement, complying with all Association policies and By-Laws, and being current on billings.

2. In the event of default in payment of any charges assessed by the Association, the Member agrees, authorizes and empowers the Association to assert a lien against the Member's property as described in the Membership Agreement and file on behalf of the Association a notice of lien with the office of the County Clerk of the county in which the property is located for the amount of the lien, plus fees for the recording thereof and reasonable attorney's fees and cost incurred in connection with preparation and foreclosure of the lien. The lien shall be enforceable by the same procedure as provided for enforcement of a mortgage. The Member also agrees to pay the reasonable attorney's fees incurred in efforts to collect past due charges.

3. The terms and conditions of this agreement shall be binding upon the Member's successors, transferees, and assigns.

4. The acceptance of this agreement by the Association shall constitute a contract for water and, if applicable, wastewater maintenance service between the Member and the Association which shall continue in force until modified or until the source or the ability of the Association to furnish service is limited or terminated because of conditions beyond its control or other natural disasters, strike, force majeure or act of God.

5. The Association may discontinue water service in the event the Member fails to make payment in accordance with this agreement. The Association also may assess late fees and other penalties and charges as provided by the Administrative Policies.

6. Such rights or privileges as set forth in this agreement are not transferable except in accordance with the Certificate of Association and By-Laws of the Association governing transfer of Memberships, and then only when such Membership is transferred.

ACCEPTED:

MEMBER:

**Entranosa Water & Wastewater
Association**

Signature
Jack Crider

Printed Name

NAME: _____
Signature

Printed Name

TITLE: Chief Executive Officer

DATE: _____

Co-Owner's Printed Name

ADDRESS: _____

(Mailing) _____

HOME PHONE: _____

WORK PHONE: _____

EMAIL: _____

DATE: _____