

MEMBERSHIP NUMBER: _____

Type of Water User Membership: _____

**AGREEMENT FOR MEMBERSHIP WITH
ENTRANOSA WATER & WASTEWATER ASSOCIATION
(MEMBERSHIP CERTIFICATE)**

The undersigned (hereinafter called "Member") hereby applies for one Membership of, and agrees to purchase water from, ENTRANOSA WATER & WASTEWATER ASSOCIATION (hereinafter called "Association").

1. The Member agrees to comply with the Articles of Incorporation, the Bylaws, the rules and regulations as they may be adopted from time to time by the Association's Board of Directors, and to execute the Non-Transferable Water Contract when water and wastewater service ("Service") is initiated.

2. The Member, by paying a transfer fee of \$ _____, becomes eligible for Service for his/her Property (defined below).

3. The Member, by paying a membership fee of \$ _____, becomes eligible for Service for his/her Property.

4. The Member assumes no liability or responsibility for any debts or liability of the Association.

5. This Membership shall run with, and be made part of, only the tract of land comprising of _____ acres and being described as follows (the "Property"): *** EWWA USE ONLY ***

6. 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 and to 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 costs 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.

7. 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 any 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.

8. The Property is for Commercial _____ or Residential _____ use.

This Property has or will have:

Number of residential dwellings (excluding rental units): _____

Number of rental units: _____

Number of commercial store fronts: _____

(Rental units or multiple commercial store fronts may require more than one meter.)

9. In the case that the Property is converted to rental use, the Member acknowledges that he or she remains responsible for all water bills and fees associated with the Property. The Member or owner of the Property must notify the Association of changes in use of the Property. The Member acknowledges receipt of a copy of the Bylaws.

10. Each Member of the Association shall have only one vote, regardless of the number of Memberships held by the Member.

11. No vote may be cast by proxy, but may be cast by mail.

12. Should any Member desire to withdraw from the Association, or dispose of any Membership, the Association, by act of the Board of Directors, MAY exercise its RIGHT OF FIRST REFUSAL to purchase such Membership for PAR VALUE. If, within 60 days, the Association fails to exercise such right, the member may transfer such Membership to any person ELIGIBLE to hold it, SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS. In the event that approval is not granted, then the Association shall purchase the Membership, if and when sufficient surplus funds are available.

13. This Membership is bound to the land (runs with the land) to which it is originally issued. Memberships may only be transferred with the approval of the Board of Directors, typically only to subsequent owners of the Property.

14. Should any Membership be found to be held by one ineligible to hold such Membership, the Association may REQUIRE sale of such Membership to the Association at PAR VALUE, or may REQUIRE sale to any eligible person.

15. This Agreement constitutes the membership certificate as described in the Bylaws.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT CONTAINS A LEGALLY BINDING RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

ACCEPTED: ENTRANOSA WATER & WASTEWATER ASSOCIATION

MEMBER:

BY: _____
Signature

Printed Name

NAME: _____
Signature

Printed Name

Co-Owner's Printed Name

TITLE: _____

DATE: _____

ADDRESS: _____
(MAILING)

HOME PHONE: _____

WORK PHONE: _____

EMAIL: _____

DATE: _____