MERCED IRRIGATION DISTRICT
WATER & POWER

LANDOWNER • TENANT/SUB-TENANT AGREEMENT

P. O. Box 2288 • 744 W. 20th Street
Merced, CA 95344-0288
Customer Service Dept. (209) 722-2720

Owner's Name:_____ Phone:_____

Address:_____ City:_____ State:_____ Zip:_____

WATER DELIVERY CHARGES

_____hereafter described as Owner, authorizes the Merced Irrigation District (District) to deliver water to _____ hereafter described as Tenant(s) or Sub-tenant(s) for use on the parcel(s) listed below and owned by the undersigned. As Owner, I understand that the delivery of water to the Tenant(s) or Sub-tenant(s) farmed parcel(s) identified below is subject to the Rules and Regulations Governing the Distribution of Water (Rules and Regulations) set by the District and provisions of the California Water Code. As Owner, I understand and acknowledge that I am primarily responsible for the payment of all costs associated with the delivery of water. Pursuant to this authorization, the District will bill Tenant for delivered water and accept payment from Tenant in accordance with the foregoing. I understand that unpaid charges for Tenant(s) or Sub-Tenant(s) water deliveries as of December 31st of each year may result in a lien being placed against the subject parcel(s) and will be payable by the Owner.

In the event of the sale or transfer of any parcel(s) identified below, Owner agrees to notify the District of such sale or transfer. Owner understands that a lien for unpaid costs associated with the delivery of water through the sale/transfer date or date of notification of sale/transfer, whichever is later, may be filed against the subject parcel(s) and will be payable by Owner. Water Usage Statements and Water Billing Statements will be sent by the District in accordance with the mailing instructions selected below.

The District will make annual water deliveries in accordance with this Agreement until revoked by written instruction from the Owner. Such revocation or new Agreement received by the District will terminate water deliveries under this Agreement to the Tenant(s) or Sub-Tenant(s).

STANDBY FEE CHARGES

Standby fee charges are solely the responsibility of the Owner for payment. Interest and/or penalties will accrue to the Owner's account if standby fee charges are not paid in accordance with District policy. Unpaid standby fee charges may result in a lien being placed against the subject parcel(s) and will be payable by the Owner.

PROPERTY DESCRIPTION

Parcel (APN)	Acres	Parcel (APN)	Acres	Parcel (APN)	Acres

TENANT(S) OR SUB-TENANT(S) INFORMATION

Tenant's Name:_____ Water Acct #:_____ Phone:_____

Address:_____ City:_____ State:_____ Zip:_____

MAIL BILLS TO: TENANT or SUB-TENANT or OWNER (please circle one)

VOTING AUTHORIZATION

Certain land-based elections regarding water delivery service are conducted by the District from time to time. These elections include but are not limited to: protest elections for water rate or other real property associated fees, elections to approve or adjust Standby fee charges or assessments, and other similar elections, approvals, or protests. State law authorizes only one vote per equal portion of property, (in the case of the District, per acre). In the absence of an authorization to the contrary, the Owner will be authorized to vote in such elections. Owner and Tenant may agree to allow the Tenant to exercise such vote. ***PLEASE CHECK THE APPROPRIATE BOX BELOW.***

☐ I wish to transfer voting rights for these parcels to the Tenant/Sub-Tenant ☐ I wish to retain voting rights to these parcels

AGREED AND ACCEPTED:_____ **DATE:** _____

Owner's Signature