

2025 March – September ALL CROPS - 5.0 Unit Duty

The Undersigned Landowner and Tenant hereby apply to **Reclamation District 1004** (District) for water on lands hereinafter described, subject to, under and pursuant to, the latest rules and regulations adopted by the Trustees of the District. In consideration of the water and other rights provided by the District, the undersigned Tenant agrees to pay the charges so fixed by the Trustees in accordance with the rules and regulations prescribed for the District. In the event the undersigned Tenant fails or is unable to pay to the District the prescribed charges due for whatever reason including the commencement of a case under Title 11 of the United States Code, the landowner absolutely and unconditionally guarantees and promises to pay to the District those charges plus all penalties, interest and collection costs (including attorney fees and costs, if any) then owing. The Landowner's liability for payment of the water charges shall be open and continuous for so long as water is provided to the lands described hereinafter. The Landowner's liability for payment shall arise immediately upon the Tenant's failure or inability to pay the charges owing to the District when those charges are due; the Landowner's liability is not contingent upon receiving notice from the District or any other act of the District. Any and all person (s) responsible for causing the District not to have enough Non-Excess and Eligible Land shall be jointly and severally responsible for the additional costs of the "Full Cost Water" plus any penalties, interest and related costs. The obligation to pay for "Full Cost Water", penalties, interest and related costs shall be that of the landowner, even if caused by a tenant unless the tenant has satisfied this obligation in full. In the event there are multiple landowners' "properties" with Excess, Non-Eligible Land, the obligation to pay shall be prorated among them on the basis of the number of acre-feet of water delivered to the Excess, Non-Eligible Land by the District during the year (s) involved. This obligation shall attach to the property and inure to the detriment of any subsequent landowner. It is enforceable as a lien against the property.

Field No.	Acres	Crop	Allocation Total	Unit Duty	Deposit	Amount Due
			5.0	\$15.00	\$75.00	
			5.0	\$15.00	\$75.00	
			5.0	\$15.00	\$75.00	
			5.0	\$15.00	\$75.00	
			5.0	\$15.00	\$75.00	

The Board of Trustees reserves the right to increase these fees, when necessary.

It is understood that in the event any water charges that shall become payable to the District by reason of the supply of water to the above-described land, as provided in the rules and regulations of the District, are not paid at the time the charges become due, then the District may refuse the delivery of water to the land until the charges are paid in full by either the landowner or the tenant.

Delivery of water cannot be made until after this agreement, all RRA forms and the required deposits are returned to **Reclamation District 1004 office at 317 4th Street, Colusa, CA 95932**, and until payment is made for all water previously delivered, including penalties and interest and the District's costs of collection (which shall include attorney's fees and costs). **Phone # 530-458-7459**

The Tenant and Landowner agree to pay, upon demand, all of the District's costs and expenses, including attorney's fees and legal expenses, incurred in connection with the enforcement of the obligations set forth in this agreement.

In the event Federal and/or State law requires the District to shut down its pumping facilities during any part of the irrigation season or amends allocations, the District will be held harmless for any loss to landowner or tenant resulting from adherence to Federal and/or State law as required.

Water Bill Sent To:

Date: _____

Name (print)

Landowner (print)

Address

Signature of Landowner

City, State ZIP

Signature of Tenant

Telephone Number

DEP _____ RRA _____ S/B & Admin _____