

WATER HAULING AGREEMENT

This Agreement is hereby entered and effective as of this ____ day of _____, 20____ by and between DEER SPRINGS RANCH OWNERS ASSOCIATION, INC. a Utah non-profit corporation (“DSROA”) and the following individual(s) or entity as a Member of DSROA:

Member Name(s): _____

DSR Unit Number(s): _____

1. Water Hauling. Upon the execution hereof and the payment of all fees set forth herein, DSROA shall allow the Member named above (the “Member”) to haul water from the DSROA Headquarters filling facility for use on the Lot of the Member. The amount of water that can be hauled is limited according to the applicable provisions of the Rules and Regulations as adopted from time to time by the Board, and which are incorporated herein by this reference.

1.1 Waiver. In consideration of this Agreement, the Member hereby warrants that the Member understands and agrees that there is no warranty or guarantee by DSROA as to the quantity or quality of the water to be provided hereunder.

1.2 Default. In the event that DSROA is unable to provide water as described herein, the Member expressly agrees that the Member’s sole remedy is to terminate this Agreement and to be relieved of any further obligation to pay fees.

2. Care of DSROA Water System. DSROA shall use reasonable care to maintain any water source, including any well, as well as the water delivery system or piping to comply with the State of Utah regulations for drinking water. However, the Member acknowledges and agrees that since the DSROA water system is a remote and seasonal system that mechanical problems can occur and that the Member will not hold DSROA responsible for any damages resulting from mechanical failures, lack of water quality or quantity, or loss of water supply resulting from any cause, including any mechanical problems.

3. Maintenance. DSROA shall be responsible to pay the cost or expense for maintaining or operating the DSROA water system including any well, water lines, fittings and controls. However, the Member shall be solely responsible for all maintenance and repairs to any piping, valves, tanks or any part of any delivery system on the Member’s Lot.

4. Fee. Before a Member shall be permitted to haul water from the DSROA water system, the Member shall pay an annual fee of FIFTY Dollars (\$ 50.00) which fee may be revised at any time in the discretion of the DSROA Board.

5. Dispute Resolution. In the event that a dispute arises out of the terms of this Agreement, the parties hereby expressly agree to submit the dispute to mediation and then to binding arbitration to be held exclusively in Kanab, Utah.

DSROA:
Deer Springs Ranch Owners Association, Inc.

Member:

By:
Its:

Signature

Print Name