

LCRA Domestic Use Water Sale Agreement for Properties up to 2 Acres

By completing and signing this agreement, Purchaser is entering into a Domestic Use water sale contract with the Lower Colorado River Authority (LCRA). This contract form is applicable only to a single household (end-user) for domestic uses such as lawn and garden irrigation, washing, or culinary purposes. If there is more than one household to be supplied, or other uses are planned, please contact LCRA at 512-578-1535 or domesticwateruse@lcra.org for the appropriate form. LCRA's Domestic Use Standard Terms and Conditions for contracts are fully incorporated into this agreement. This form will constitute a binding contract and become effective when LCRA has received this contract at the address below and LCRA mails a copy to Purchaser. Purchaser will be mailed a separate invoice for each year of the contract term. LCRA reserves the right to return this form and it will not be binding on LCRA if: any contract terms are modified, the form is received after Dec. 31, 2016, or the LCRA Board of Directors implements drought restrictions applicable to domestic use contracting.

Name _____ Email address _____

Billing address _____ City _____ State _____ ZIP code _____

Home phone _____ Cell phone _____

Lake property address _____

City _____ State _____ ZIP code _____ County: Llano Burnet Travis

Lake: Buchanan Inks LBJ Marble Falls Travis Austin Lady Bird

Please identify your treated or potable water provider or water source (i.e., a city, water district or groundwater well): _____

WATER VOLUME AND USE LOCATION. The water volume under this contract is based on Purchaser's lot size and this form is only valid for lots up to 2 acres. Please select the lot size of your property.

<input type="checkbox"/> property up to 1/2 acre; annual volume 0.75 acre-feet; (\$108.75 per year at current rate)	<input type="checkbox"/> property of 1/2 to 1 acre; annual volume 1.75 acre-feet; (\$253.75 per year at current rate)	<input type="checkbox"/> property of 1 to 1 1/2 acres; annual volume 2.75 acre-feet; (\$398.75 per year at current rate)	<input type="checkbox"/> property of 1 1/2 to 2 acres; annual volume 3.75 acre-feet; (\$543.75 per year at current rate)
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USES OF WATER. Please identify how water supplied under the contract will used:

landscape irrigation indoor use swimming pool other water features

PAYMENT AND CONTRACT TERM. LCRA's current raw water rate is \$145 per acre-foot (approximately \$0.44 per 1,000 gallons). LCRA reserves the right to modify the water rate as described in the Standard Terms and Conditions. This contract will remain in effect for a default term of 10 years from the first day of the month following LCRA's receipt of this contract unless a shorter term is specified herein. Purchaser selects a term of 3 yr 5 yr 10 years. Purchaser may terminate this contract as described in the Standard Terms and Conditions. LCRA will mail Purchaser an invoice on an annual basis (including for the first year) for water made available under this contract. If Purchaser does not provide payment within 30 days of invoice, this contract will be subject to termination.

WATERING SCHEDULE. Purchaser agrees to adhere to the outdoor watering schedule provided with this form and included in the LCRA drought contingency plan (DCP) applicable to Domestic Use Contracts (available at www.lcra.org/domesticuse, which may be amended periodically. Purchaser is subject to surcharges as specified in the DCP for failure to adhere to the applicable watering schedule. *See attached watering schedule.

QUALITY OF WATER. The water provided under this contract is raw, untreated water that may require treatment. Purchaser agrees to the Standard Terms and Conditions related to the Quality of Water. *Purchaser further agrees to install a backflow prevention device approved by LCRA in the event Purchaser will use irrigation system to disperse chemicals of any type, including pesticides and fertilizers.*

CONFIDENTIALITY. A Purchaser who is an actual person (not a business entity or corporation) may request that personal information described in Chapter 182 of the Utility Code be kept confidential, unless required or mandated by law. **Please check the following box if you request confidentiality.**

ACKNOWLEDGEMENT. By signing below, I acknowledge that the information provided on this form and any application is accurate and agree to the terms and conditions provided in this contract, including the Domestic Use Contract Standard Terms and Conditions.

Signature _____ Date _____

Please return to: LCRA, Attn: Raw Water Sales, R316; P.O. Box 220; Austin, TX 78767-0220

Call with questions: 512-578-1535 or 800-776-5272, Ext. 1535.

Customer-completed form 12042015	Footer to be completed by LCRA only	Date Received:	Contract Term:	ID:
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LCRA Domestic Use Contract Standard Terms and Conditions

1. Domestic Use Only. PURCHASER shall have the right to withdraw from the specified lake up to the Maximum Annual Quantity specified for domestic use only. For purposes of this contract, the term "domestic use" shall have the meaning given it by the Texas Commission on Environmental Quality (TCEQ), or any successor agency, in 30 Tex. Admin. Code § 297.1(18), as it may be amended from time to time. The water made available under this contract is raw, untreated water as described in section 2, below.

2. Quality of Water. LCRA makes no representation as to the quality of the raw water supplied under this contract. PURCHASER acknowledges and agrees that the raw water supplied under this contract may require treatment for PURCHASER's use of the water, particularly in the event that the water will be used for human consumption, and PURCHASER accepts all responsibility for the treatment of the raw water supplied under this contract. PURCHASER further acknowledges and agrees that it is solely responsible for compliance with any federal, state and/or local laws or ordinances that may impose requirements for the treatment of raw water supplied under this contract. PURCHASER HEREBY RELEASES LCRA AND AGREES TO HOLD IT HARMLESS FROM ANY AND ALL CLAIMS THAT PURCHASER OR USERS OF ITS WATER HAVE OR MAY HAVE AGAINST LCRA AS A RESULT OF THE QUALITY OF WATER SUPPLIED UNDER THIS CONTRACT REGARDLESS OF WHETHER CAUSED BY ANY ACT OR FAILURE TO ACT BY LCRA, ITS AGENTS OR EMPLOYEES, WHETHER NEGLIGENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE ISSUANCE OR APPROVAL BY LCRA OF ANY PERMIT OR AUTHORIZATION UNDER THE LCRA'S HIGHLAND LAKES MARINA ORDINANCE, HIGHLAND LAKES WATERSHED ORDINANCE, ON-SITE SEWAGE FACILITIES PROGRAM RULES, OR ANY SIMILAR RULES THAT MAY BE PROMULGATED HEREAFTER, AS ANY SUCH RULES MAY BE AMENDED FROM TIME TO TIME.

3. Availability of Water. (a) LCRA is committing to make available to PURCHASER under this contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this contract as required by state law or in accordance with LCRA's Water Management Plan, as such Plan and any amendments thereto have been approved and may be approved in the future by the TCEQ. While LCRA will provide firm water under this contract, the PURCHASER understands that during a Drought Worse than Drought of Record as described in LCRA's Water Management Plan, LCRA will allocate water pro rata among its customers, including PURCHASER.

(b) Purchaser agrees to adhere to the LCRA drought contingency plan applicable to Domestic Use Contracts as such plan may be amended from time to time. This plan includes watering schedules during normal and drought conditions. The plan is available at www.lcra.org/domesticuse.

(c) LCRA is responsible for making water available under this contract only up to the Maximum Annual Quantity (MAQ). LCRA makes no guarantee that the water made available under this contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Points of Diversion at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

4. Payment. (a) PURCHASER shall pay LCRA in advance for the water made available under this contract on an annual basis, in an amount equal to the MAQ times the "Water Rate" in effect for the use provided under this contract, currently \$145 per acre-foot. LCRA shall mail an invoice to PURCHASER for water made available in the initial year of this contract.

(b) PURCHASER understands and acknowledges that the Water Rate set forth in this contract has been approved by LCRA's Board of Directors, and that the Board may change all rates, fees and charges under the contract from time to time.

(c) LCRA shall mail an invoice to PURCHASER for payment for water made available to PURCHASER in subsequent years under this contract, and such invoice shall reflect any revision to the Water Rate and the effective date of the revised Water Rate.

(d) PURCHASER shall pay LCRA for water provided under this contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice.

(e) Payment must be received not later than the date provided in the invoice in order not to be considered past due or late. In the event PURCHASER fails to make payment by the date provided, LCRA, at its sole option, may terminate this contract immediately without further notice to PURCHASER. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER will be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee in addition to all other payments required under the invoice or else this contract can be terminated automatically without further notice to PURCHASER.

(f) Payments on invoices will not be refunded or prorated, with the exception of payments made that exceed the amount due, which will result in a credit on the account.

5. Indemnification. PURCHASER WILL INDEMNIFY AND HOLD LCRA HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RESULTING FROM ANY ACTION (OR FAILURE TO ACT) BY PURCHASER UNDER THIS CONTRACT.

6. Regulatory Approval. PURCHASER agrees to obtain or cause to be obtained all permits, certificates, or approvals required by applicable local, state or federal agencies for any activity undertaken in conjunction with the use of the water under this contract. This contract shall not be construed or interpreted to grant any privilege or right not specifically pronounced herein, including but not limited to the use of private property, the right to dispose of effluent, the right to use LCRA property, or the right of access to the Colorado River or Highland Lakes.

7. Maps. PURCHASER agrees to provide LCRA with a map of the diversion point and property where water is used upon request by LCRA.

8. Termination. PURCHASER may terminate this contract at any time, with no right to refund of amounts paid. PURCHASER agrees that non-compliance with the terms of this contract or any misrepresentation of the facts by the PURCHASER to LCRA (including, but not limited to, information provided in PURCHASER's application) constitutes grounds for LCRA to terminate this contract. Should PURCHASER fail to make any payment as described above, this contract is subject to automatic termination without further notice to PURCHASER, and PURCHASER shall have no further right to use water under this contract.

***DOMESTIC USE CUSTOMER WATERING SCHEDULE**

Domestic use contract holders using hose-end sprinklers or in-ground irrigation systems are required to follow a maximum twice-a-week outdoor watering schedule:

Addresses ending in odd numbers: Wednesdays and Saturdays.

Addresses ending in even numbers: Thursdays and Sundays.

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight.

Maximum amount of water allowed:

June through September: 1 inch per week or $\frac{1}{2}$ inch twice a week.

March, April, May and October: $\frac{1}{2}$ inch per week.

November through February: No watering.

These restrictions do not apply if you water with a hand-held hose that has a shut-off nozzle, a faucet-filled bucket or watering can that holds five gallons or less, or drip irrigation or soaker hoses that have on/off timers.