



**CONTRACT FOR TEMPORARY WATER SERVICES
FOR TEHAMA COUNTY PROPERTY OWNERS**

(Note: Please print when filling in blank lines)

This Contract for Temporary Water Services (Contract) is made and entered into this [redacted] day of [redacted], 202[redacted] by and between [redacted] (Owner), and North Valley Community Foundation (NVCF), a California nonprofit public benefit corporation dedicated to promoting and facilitating philanthropy, social action, and community engagement in Northern California.

RECITALS:

A. NVCF has applied for a grant from the California Department of Water Resources (DWR) under its Small Community Drought Relief Program (Program) on behalf of Tehama County (County) for the benefit of County residents whose domestic well has run dry due to drought conditions. The application has been approved and a contract has been entered into between NVCF and DWR.

B. The Program provides for (1) potable bottled water delivery to residences and/or (2) use of a 2,500 gallon water tank, a booster pump, and connection to the residential water system, including delivery of NONPOTABLE water for the tank.

C. NVCF and the County have established criteria for qualification of water services and NVCF has entered or will enter into agreements with vendors to provide the services. If NVCF is unable to reach agreements with vendors that fit within the limitations of the Program and grant agreement with DWR, this Contract shall become immediately null and void without further effect.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Contract.
- 2. Services. Owner has applied for water services to Owner’s residence (Property) under the Program. Please initial each service requested. Please initial **no more than two** of the options below:

A. [redacted] potable bottled water delivery

B1. [redacted] nonpotable water delivery
(I need a water tank and pump)

OR

B2. [redacted] nonpotable water delivery
(I have an installed, operational tank and pump)

- 3. Owner and Property Information.

Owner full name: [redacted]

Property location (address, street, city, zip code):
[redacted]

Owner address: same as above [redacted] **OR** [redacted]

Owner Phone [redacted] Owner Email [redacted]

Number of individuals living at the property address [redacted]

Is the property rented to others? [redacted] No [redacted] Yes – complete the following:

Tenant name [redacted]

Tenant phone and email [redacted]

4. Conditions for Potable Bottled Water Delivery.

a. Owner understands that the vendor will deliver a maximum of 60 gallons per month in either 5-gallon bottles or 3-gallon bottles until December 31, 2023, unless early suspension or termination of the program occurs as set forth in paragraph 7. The delivery and pickup schedule is subject to change. Water usage beyond the maximum will be charged to the Owner by the vendor.

b. Upon termination of delivery services, Owner shall promptly make available all water bottles available for pickup at the Property. Owner is liable for the cost to replace any bottles that are not returned to the supplier of the service.

c. Owner is responsible for communicating and working with tenants (if applicable) on the Property regarding the Program and the terms of this Contract.

5. Conditions for use of Water Tank, Pump, Accessory Items and Water Delivery.

a. The water tank, pump and accessory items (Equipment) are owned by NVCF and are available for use by Owner without cost. Owner is responsible for maintenance and upkeep of the Equipment and shall be liable for any damage to or loss of the Equipment, ordinary wear and tear excepted. Upon termination of service, NVCF shall have a reasonable period of time to remove the Equipment. Owner must unhook pump connections and empty the tank before the date for removal.

b. Owner grants a right of entry permit (Permit) to the Property to NVCF and vendors chosen by NVCF to provide services requested by Owner, including the right to inspect and prepare the Property for placement of a tank and pump, install Equipment and remove Equipment upon termination of service. The Permit shall include a right of County employees to inspect the installation if required.

c. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks, underground storage tanks, and water lines located on the Property that may interfere with or be damaged by installation of the Equipment. In consideration of the assistance provided to Owner under this Contract at no cost to the Owner, NVCF assumes no liability or responsibility pertaining to inspecting the Property, preparing the Property, and placing the Equipment on the Property. Therefore, Owner shall not seek to recover from NVCF or any of its officers, agents, employees, and volunteers, and hereby indemnifies and holds NVCF harmless for the costs of remediating any damages to the Property incurred as a result of acts or omissions taken pursuant to the Permit.

d. Once the tank and pump are operational, or the residence has an existing operational tank and pump system currently on the Property, a nonpotable water hauler will deliver up to 2,500 gallons of nonpotable water per month (deliveries to be made once each month) until December 31, 2023, unless early suspension or termination of the program occurs as set forth in paragraph 7. The delivery schedule is subject to change. Water usage beyond the maximum will be charged to the Owner by the water hauler.

NOTICE: WATER USED FROM THE WATER TANK IS NONPOTABLE, MEANING IT IS NOT SAFE TO CONSUME WITHOUT BOILING FIRST. THE TRUCK AND COMPANY DELIVERING WATER TO THE TANKS WILL NOT BE CERTIFIED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH). THEREFORE THE WATER IS NOT CONSIDERED POTABLE BY THE CDPH AND WATER SHOULD BE BOILED BEFORE CONSUMING. THE WATER IS OK FOR TOILETS AND WASHING. IF YOU SELL THE HOME IN THE FUTURE, YOU MAY NEED TO DISCLOSE THAT FACT TO BUYERS. PLUMBING SYSTEMS CAN BE STERILIZED WHEN THE PLUMBING IS RECONNECT TO THE WELL, IF DESIRED.

OWNER ACKNOWLEDGES THE FOREGOING AND AGREES TO COMPLY WITH THE CONTENT OF THE NOTICE AS WELL AS NOTIFY TENANTS OF THE RESIDENCE IF APPLICABLE. (Owner initials)

e. Owner is responsible for communicating and working with tenants (if applicable) on the Property regarding the Program and the terms of this Contract.

6. Term of Service. Owner understands and accepts the fact that the Program to start providing the services herein is dependent upon a number of issues, including execution of contracts with vendors to provide the services. There is no specific start date for services to begin. Once services have begun, the ending date of services provided is December 31, 2023, unless earlier suspension or termination of services occurs in accordance with paragraph 7.

7. Suspension or Termination of Services. Owner may terminate services at any time by notifying NVCF in writing (including email) of the date of termination. Owners are required to notify NVCF if they have no further need for the service due to, for example, an existing domestic well has been made usable or a new well has been established. The notice is also required in the event of a change in ownership of the Property. Notice may be given to the address provided in paragraph 14. If services to Owner have started, NVCF may terminate services upon 5 days' notice to Owner that the Program has been suspended or terminated by DWR. NVCF retains the right to suspend or terminate services upon 5 days' notice in the event that issues arise regarding vendors being unable to provide services or if cost escalations occur that are not covered by the contract with DWR. NVCF cannot and does not guarantee water deliveries, nor can it be held liable for damages if services need to be delayed, suspended or terminated. NVCF may also, at its complete discretion, immediately terminate services if Owner or a tenant, if any, breaches any of the provisions of this Contract.

8. Hold Harmless. As to any activity conducted by NVCF pursuant to this Contract, Owner shall indemnify and hold harmless NVCF, including any of its officers, agents, employees, and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity which arise out of or are in any way connected to actions arising out of this Contract, regardless of fault.

9. Authority to Sign. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Contract. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner, except to the extent common ownership is disclosed here:

Common ownership if any (if none, write "none"): _____

10. Entire Agreement. This Contract constitutes the entire agreement between the parties with

respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

11. Modification. The provisions of this Contract may not be modified, except by a written instrument signed by all parties to this Contract.

12. Partial Invalidity. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

13. Successors & Assigns. This Contract shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

14. Notices. Any notice required hereunder shall be provided as follows:

Owner – see paragraph 3 above	
NVCF – Chris Copeland	or Jody Samons
ccopeland@nvcf.org	drought@nvcf.org
530-891-1150 ext. 370	530-230-4153
1811 Concord Ave. Suite 220	
Chico, CA 95928	

15. Governing Law. This Contract shall be governed by California law.

16. Counterparts. This Contract may be executed in counterparts. Electronic signatures are acceptable.

Signatures:

Owner:

_____ Date _____

North Valley Community Foundation by:

_____ Date _____

Authorized Representative

<p>Note: Additional funding may be available to assist in providing services if the recipient of water deliveries under this contract is 60 years or older. Please indicate age 60 and over by initialing here:</p> <p style="text-align: center;">_____</p>

Please returned complete contracts in one of the following ways:

(1) As a scanned pdf emailed to: drought@nvcf.org

(2) By mail to:
North Valley Community Foundation Drought Program
1811 Concord Ave., Suite 220
Chico, CA 95928

(3) In person at:
Tehama County Environmental Health Attn: NVCF Drought Program
633 Washington Street Room 36
Red Bluff, CA 96080

12/2022