

**SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT  
(STMGID)**

Agreement for bulk water service at the STMGID Truck Filling Facility at 14445 Mira Loma Road:

**APPLICANT**

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CONDITIONS OF SERVICE**

The Applicant agrees to the following conditions of service:

1. Service will be in accordance with the STMGID Rules and Regulations.
2.
  - a. A non-refundable application fee of \$200.00 per application is required;
  - b. A refundable deposit of \$1,000.00, first applied to the balance owing on the account, with no interest;
  - c. Monthly base rate of \$100.00 will be charged each month, regardless of whether or not there is any consumption during the month; and,
  - d. In addition to the monthly base rate, a unit charge for each gallon of water used per month will be charged as follows: \$1.67 per 1,000 gallons for each gallon used.
3. Service is interruptible due to possible equipment failure.
4. The water at this point of service has arsenic levels of up to 0.22 mg/1 which exceeds the USEPA maximum contaminate level for drinking water of 0.05 mg/1. ***THIS WATER IS NOT FOR HUMAN CONSUMPTION.***
5. **HOLD HARMLESS AGREEMENT BY CONTRACTOR FOR LIABILITY FOR LOSS OR DAMAGE AND LIABILITY INSURANCE:**

The Contractor agrees he shall hold and save harmless Washoe County (County) and STMGID from any loss, damage, or liability whatsoever, including the risk of loss or damage to property of the Contractor, resulting from any act, failure to act, or omission of Contractor or any employee, agent, or representative of this contract or any subcontract.

The Contractor further agrees to save County and STMGID harmless from and defend the County and STMGID against all losses, liabilities, expenses, and other detriments of any nature and description to which action, or cause of action which may be made or had against County or STMGID as a result of any negligent act or omission by Contractor, or licensees where such loss, liability, expense or other detriment arises out of or in connection with the performance of work under this contract or any subcontract, including but not limited to liens, personal injury and loss of or damage to property of County or STMGID.

Contractor also agrees to submit to the County and STMGID a Certificate of Insurance evidencing that Contractor has obtained a contract of liability insurance satisfactory to the County’s Risk Manager in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) protecting all insured against liability arising out of any act or omission done pursuant to the contract and naming the County and STMGID as additional insured. The Certificate of Insurance shall provide a thirty (30) day notice of cancellation or material alteration to all insured.

Such insurance shall name the County and STMGID as additional insured using the following wording:

“The County, STMGID, its officers, agents, and employees, are added as additional insured; however, the other insurance condition or other policy terms which conflict with the agreement under which such parties are added to the named insurer’s policy do not apply to the additional insured.”

Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from his operations or the operations of any subcontractor under him.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

STATE OF NEVADA            )  
  ) SS  
COUNTY OF WASHOE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_ who acknowledged that he/she executed the foregoing instrument.

\_\_\_\_\_  
Notary Public