

# NEW RIVER AND DESERT HILLS ACCOUNT APPLICATION FORM



Business name \_\_\_\_\_

Phone number \_\_\_\_\_

Mailing Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Main contact person \_\_\_\_\_

Number of trucks to take water \_\_\_\_\_

**Terms and Conditions. Applicant understands and agrees to the following terms and conditions:**

1. Applicant agrees to only provide water obtained from the Company at the Water Hauling Facility to residents within the Desert Hills and New River communities whose residences were constructed before January 1, 2018.
2. Applicant agrees that it will not, under any circumstances, provide water to any person within the service territory of any other water utility or municipality providing water services.
3. Applicant agrees that it will not, under any circumstances, provide water for use outside of the Desert Hills and New River communities.
4. Applicant agrees that it will not introduce or use any Hazardous Substance (meaning any substance, chemical or waste that is identified as hazardous, toxic, or dangerous under any federal, state, or local law or regulation) at the Water Hauling Facility property.
5. Applicant agrees to access the Water Hauling Facility within designated hours (between the hours of 7:00 a.m. and 6:00 p.m. only) and only through those points designated specifically for access by water haulers. Applicant may not, at any time alter any structure at the Water Hauling Facility location in order to gain access. This includes attempting to gain access during undesignated hours, or attempting access through any points not specifically designated for access.
6. Applicant will not, under any circumstances, drive its water hauling vehicle(s) through any portion of the Anthem community, including any public streets located within the Anthem community, unless such access is necessary for servicing Applicant's customers within the Anthem community. The Company may, at its sole discretion, provide Applicant a warning of noncompliance if it is Applicant's first violation of this provision in lieu of immediate termination.
7. Applicant agrees not to use any portion of the Maricopa Trail for water hauling or any other related purpose.
8. Applicant has all necessary permits, approvals and authorizations for water hauling, if such permits, approvals or authorizations are required by Federal, State or local law or regulation. Applicant is in compliance with Arizona law and all applicable standards and regulations for the hauling of potable water.
9. The Company may curtail, restrict or temporarily discontinue the provision of water at the Water Hauling Facility under the rules and regulations of the Arizona Corporation Commission, the Company's tariffs governing water service, or as otherwise permitted by law. Any such curtailment, restriction or temporary discontinuance of service will continue only so long as reasonably necessary. The Company will notify Applicant of the particular circumstances and the estimated length of time during which service will be curtailed, restricted, or temporarily discontinued, and will make reasonable efforts to resume the provision of water as soon as possible.
10. The Applicant, once it takes water from the Water Hauling Facility, is responsible for the quality of the water (e.g. that the water is potable). The Applicant is solely responsible for the safety and the quality of the water it delivers to residents or for Applicant's own use. The Company is not responsible to ensure the quality of the water once it leaves the Water Hauling Facility. Applicant agrees to indemnify the Company for any liability from the purchase or use of water purchased from the Company.

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Please sign above and notarize completed form and email to [mywater@epcor.com](mailto:mywater@epcor.com)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2018

by \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**For questions call 1-800-383-0834**