

## Agreement Authorizing and Appointing Water Master

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Heart Mountain Irrigation District of the County of Park, State of Wyoming, hereinafter referred to as **DISTRICT**, and \_\_\_\_\_ (Name of Water Master) of the County of Park, State of Wyoming, hereinafter referred to as the **WATER MASTER**, and the undersigned, all being water users within the County of Park, State of Wyoming, Hereinafter collectively referred to as **WATER USERS**.

### WITNESSETH:

It is the purpose of this agreement to designate the Water Master for the water association known as: \_\_\_\_\_, (Name of Water Association) and to hereby appoint said Water Master as its representative in regards to the Heart Mountain Irrigation District.

In CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

- 1) The DISTRICT agrees to deliver irrigation water for use by the WATER USERS within the \_\_\_\_\_ Water Association to the **original farm unit turnout** at which point the WATER MASTER shall assume the responsibility and shall distribute the appropriate amount of water to each and every lot within the association according to the allocations established by the DISTRICT.
- 2) As a representative of the WATER USERS, the WATER MASTER shall inspect, oversee and in general supervise the distribution of water throughout the water association. The WATER MASTER shall keep accurate records as per water used by the WATER USERS.
- 3) In the event any or all of the WATER USERS within the Water Association neglect, fail or refuse to pay the annual tax assessment levied by the DISTRICT, the WATER MASTER is further authorized as agent for the WATER USERS to take appropriate action as set forth in the \_\_\_\_\_ Water Association's by-laws on behalf of the WATER USERS.
- 4) The WATER MASTER shall be responsible to collect and receive all additional monies levied by the DISTRICT for water use in excess of the amount allocated to each lot, tract or parcel receiving such excess water as well as all sums due to the DISTRICT for work or services performed by the DISTRICT, their agents or employees for the WATER USERS either individually or collectively.
- 5) The WATER MASTER will notify the DISTRICT office in writing upon sale, transfer or conveyance of any lot, tract or parcel within the \_\_\_\_\_ Water Association and provide information as available.
- 6) ALL contracts to be entered into within the course and scope of the WATER MASTER'S authority, on behalf of the WATER USERS of the \_\_\_\_\_ Water Association shall be approved and voted on by all WATER USERS in good standing according to the by-laws of the \_\_\_\_\_ Water Association prior to being executed.
- 7) The WATER USERS shall indemnify and hold the WATER MASTER harmless from all claims, demands, suits, or actions for damages to property or for personal injury and from any and all losses,

costs and expenses incurred in connection with and arising out of, or resulting from his or her acts as the WATER MASTER, except in cases arising from willful misconduct, gross negligence or unlawful acts.

- 8) This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 9) The term of this agreement and the authority of the WATER MASTER shall begin on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ and shall continue in full force and effect until the majority of the WATER USERS select another WATER MASTER in accordance to the by-laws of the \_\_\_\_\_ Water Association upon which time, the DISTRICT office will be sent a copy of the new agreement appointing the new WATER MASTER.

**(Water Master Must Sign below in front of a Notary)**

*Appointed Water Master of the:* \_\_\_\_\_ *Water Association*

*Water Master Name:* \_\_\_\_\_ *Phone:* \_\_\_\_\_

*Address:* \_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

\_\_\_\_\_  
*Water Master Signature*

*Dated this* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Heart Mountain Irrigation District*

*Dated this* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Water Association*



