DENVER WATER STUB-IN AGREEMENT

Tap #s_____ through _____

THIS AGREEMENT, Made and entered into this date: by and between the City and County of Denver, acting by and through its **BOARD OF WATER COMMISSIONERS**, hereinafter sometimes called **Board**, a municipal corporation of the State of Colorado, (said Board acting by and through its Water Sales Administrator) and

_____ _____ _____
Name of Company Street Address Phone Number

of _____, hereinafter referred to as **Applicant**.
City, State, Zip

WITNESSETH:

WHEREAS, Applicant desires to install certain stub-in(s) described in Exhibit A attached hereto and made a part hereof,

WHEREAS, Applicant desires to physically install a stub-in, prior to activation of water service, to accommodate street paving, or for other reasons that benefit the Applicant,

WHEREAS, Applicant recognizes and acknowledges that water service through a licensed connection may not now be available, may not be available in the future and may be contingent upon compliance with a Board tap allocation program or other limitation adopted by the Board,

WHEREAS, Applicant is willing to assume the risk that water service may never be available through conversion of the stub-in(s) provided for herein.

NOW, THEREFORE, the parties understand and agree as follows:

1. A *stub-in*, as defined in the Operating Rules of the Board, includes all fittings and pipe necessary to extend the service pipe from the main to and including a valve at the property line. Use of water from a stub-in is prohibited. A stub-in ceases to exist either upon conversion of the stub-in to a tap, or when not converted to a tap within the time limit set forth below.

2. Applicant has tendered concurrently with the signing of this Agreement a nonrefundable payment of $25.00 for administration costs for each stub-in described in the attached Exhibit A.

3. Concurrently with the signing of this Agreement, Applicant has paid a deposit for each stub-in described in Exhibit A, which is nonrefundable and shall be retained by the Board for disposition as follows:

   a. In the event that the stub-in is converted to a tap within two years from the date hereof, the deposit for that stub-in will be applied toward the System Development Charge for the tap. Applicant has a period of two years commencing from the date hereof to convert the stub-in to a tap. Conversion is defined as allocation of a tap by the appropriate Distributor and the Board, if required; payment of all applicable charges due; and execution of an Application for Water Supply License.

   b. In the event that conversion of the stub-in is not achieved for any reason within the two years, the deposit for that stub-in will be applied by the Board to the cost of disconnecting the stub-in. After expiration of the two-year period, the Applicant shall retain no rights to the future use of the stub-in, and the stub-in may be disconnected by the Board at any time.

4. This Stub-In Agreement is entered into for the sole convenience of Applicant.

5. This Stub-In Agreement does not guarantee that water service will be available through the stub-in, that the stub-in can be converted to a tap, or that conversion of the stub-in will be given preference of any kind over other requests for water taps and service.

6. If for any reason, including actions taken by the Board or its employees, Applicant is unable to convert any stub-in within the two-year limit prescribed above, Applicant shall forfeit the deposits made pursuant to paragraphs 2 and 3 above, any right to convert the stub-in to a tap, as well as all other rights under this Stub-In Agreement.

7. Maintenance and repair of any stub-in installed under this Agreement shall be the sole responsibility of the Applicant.

8. In the event that Applicant takes water through a stub-in prior to conversion of the stub-in, the stub-in may be disconnected by the Board; all payments and deposits for the stub-in shall be retained by the Board; and the Board may avail itself of whatever other penalties and/or legal recourse are available for the unauthorized use of its water and facilities.

9. This Agreement is made subject to the Charter of the City and County of Denver, and the Operating Rules of the Board, as the same may be amended from time to time.

10. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____
Applicant/Title

Acknowledgment

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____ .

by _____, of _____
Applicant Company

Witness my hand and official seal.
My commission expires:

_____
Notary Public

Address: _____

_____

(If Applicable:)
The Distributor's Representative hereby grants to the Applicant the stub-ins as described in Exhibit A to be connected to the Distributor's facilities.

_____ _____ _____
Distributor's Name Distributor Representative Date

_____ _____
Sales Administrator, Denver Water Date