

## Well Monitoring Agreement Form

**Water System State ID / Well ID:**

**Property APN:**

**Well Location:**

**Water System Authorized Representative:**

Effective on the date last set forth below, and continuing for a period of five (5) years thereafter, [*Authorized Representative Name*] (System Representative) hereby grants to Pajaro Valley Water Management Agency, its employees, agents and contractors, (collectively "PV Water"), permission to access the water system well listed above for some or all of the following activities:

- A. Collecting groundwater samples;
- B. Measuring depth of groundwater;
- C. Collecting other data related to groundwater (i.e. quality).

**Permission For Right of Entry and Use Is Granted Subject To The Following Conditions:**

1. This Agreement is for PV Water's exclusive use and is not assignable or transferable.
2. System Representative covenants that it is the authorized representative of the [*water system state ID*], and that it has the right to enter into this Agreement. For the purposes of this agreement, the term "property" includes both the water system well and the real property the water system well is located on.
3. Permission granted herein is not to be construed as a grant of title or interest in the subject real property or the water system well.
4. PV Water shall indemnify, defend, save and hold System Representative harmless from any and all liability for all claims, expenses and damages arising from alleged damage to persons or property that occurs as a result of PV Water's use of the water system well and that PV Water will not be liable for any claims, expenses, or damages that arise as a result of the findings of PV Water's sampling of the water system well (please see item 15 below).
5. If PV Water causes damage on the subject property while performing under this Agreement, it shall repair said damage.
6. All work performed under this Agreement shall be completed in a good and workmanlike manner with minimal interference or disturbance to surrounding public or private properties.
7. All work performed by PV Water under this Agreement shall be completed at the sole expense of PV Water.
8. System Representative acknowledges that he/she/it is aware of the need for PV Water to purge the water system well prior to collecting water samples, which may result in a minor waste of water.
9. Upon request, PV Water will provide System Representative with copies of the results of all tests performed on the water or the aquifer using the water system well, and any other records pertaining to this Agreement.

10. Access to the water system well by PV Water may be subject to reasonable restrictions as to time and date as established in the sole discretion of the System Representative.
11. This Agreement may be terminated by either party provided at least 30 days prior written notice is given.
12. PV Water may, at its sole discretion, change the frequency of data collection using the water system well.
13. The effective date of this Agreement is the date last set forth below.
14. This Agreement does not constitute any representation or Agreement by System Representative that it will continue to operate or maintain the water system well, or continue to own any property right in the water system well for the entire term of the Agreement.
15. The primary purpose of sampling is to assess regional water conditions. PV Water does intend to post or publish results of georeferenced water quality analyses, water level information, and well construction specifications for the water system well, and may summarize results determined from other wells monitored by PV Water.

**By signing below, the signatories acknowledge that they are the authorized representative of [water system state ID] and are authorized to sign this document on behalf of all parties served by the water system well and that they agree to each of the provisions of this Agreement.**

***System Representative:***

Water System Name	Phone Number	
Mailing Address	Email Address	
Signature	Name & Title (please print)	Date Signed

**Pajaro Valley Water Management Agency:**

General Manager

Date