

South Yellowhead Water Corporation
Suite #201, 930 Heritage View
Saskatoon, Saskatchewan S7H 5S6
Myra Nienaber (myra.nienaber@sasktel.net)

This is a continuation of the **SUBSCRIBER WATER SUPPLY AGREEMENT** for the land
described as: _____

TRANSFER OF SUBSCRIBER WATER SUPPLY AGREEMENT

This Transfer Agreement made in duplicate this _____ day of _____, 20 _____

Existing Land title number: _____

BETWEEN:

(Seller)

Name : _____

Address : _____

Phone : _____ Cell : _____

Email : _____

&

(Buyer)

Name : _____

Address : _____

Phone : _____ Cell : _____

Email : _____

Water meter reading at time of transfer: Imperial gallons: _____ or M³ _____
(Send digital photo of the water meter at time of possession by the new owner, to the Treasurer.)

***Please Note Article 14 (B) of this Agreement**

Verification by _____ representative of South Yellowhead Water
Corporation.

Membership Rights and Responsibilities

WHEREAS by signing this transfer agreement the Subscriber has applied to the Corporation for a water connection for the supply of a minimum design volume of 720 Imperial gallons (3.40 cubic meters) per day for domestic and/or stock watering purposes and;

WHEREAS the Corporation agrees to transport and supply water and the Subscriber agrees to take and pay for the transportation and supply of water upon and subject to the following terms and conditions.

Terms and Conditions

1. The Subscriber agrees to become a member, and remain a member, of the Corporation and abide by the Bylaws of the Corporation.
2. Unless expressly stated to the contrary, all covenants and obligations of the Subscriber under this Agreement shall be kept and observed at the sole cost of the Subscriber and not the Corporation.
3. This Agreement shall take effect from the date first above written.
4. The Corporation agrees to supply water obtained from a connection to the SaskWater Saskatoon Southeast Pipeline, at the Corporation's sole discretion, to the Subscriber at the land location described above.
5. The Subscriber is responsible for maintaining the quality of the water, once delivered, including water quality testing and the selection, purchase, operation and maintenance of treatment system(s) required to make the water suitable for the Subscriber's intended use.
6. The Subscriber shall permit the Corporation access to the point of delivery, including the meter, for the purpose of monitoring water quality in accordance with any applicable municipal, provincial or federal regulations and to do an annual audit of consumption.
7. The Subscriber agrees that the water supplied by the Corporation shall be used only for domestic use and for farm operation, unless expressly approved by the Corporation. Any intended industrial or commercial uses of the water must be reviewed and approved by the Corporation.
8. The Subscriber expressly agrees and promises to not allow any other access whatsoever to the water supplied hereunder, and that no connections or modifications to the service line shall be made without the prior written consent of the Corporation.
9. The Subscriber agrees not to consent or permit a direct or cross connection of the Corporation's water supply to any other water system.

10. The Corporation does not guarantee to the Subscriber the:

- (i) quantity;
- (ii) uninterrupted supply
- (iii) pressure; or
- (iv) quality

of the water supplied and the Subscriber specifically agrees and undertakes to hold the Corporation harmless from all claims, losses and damages therefrom.

11. The supply of water and pressure shall be subject to service requirements, operating and maintenance requirements that are, or may be, established by the Corporation. The Subscriber may be subject to disruptions of service and agrees to conform to restrictions of water supply or rationing at the direction of the Corporation.

12. The Corporation reserves the right, at any time, to discontinue its service and remove the Corporation facilities from the Subscriber's premises in any case where, in the Corporation opinion, the operations of the Subscriber contravene any federal, provincial, or municipal law relating to the pollution of the environment, whether violation involves the pollution of air, soil or water or constitutes any other nuisance. In the event the Corporation should elect to discontinue the supply of water hereunder as herein before provided, then the termination of supply shall occur without further formality effective as of the date indicated by the Corporation in a written notice to the Subscriber to that effect.

13. The Subscriber expressly acknowledges that the Corporation may discontinue, without notice, the water service in the event the service to the Subscriber poses operational concerns to the Corporation or if the Subscriber is in breach of any of the terms of this Agreement.

14. (A) The Subscriber agrees to pay the Service Charges and Water Charges. These charges shall be set regularly by the Corporation and payment is to be made by the date established under the Corporation's bylaws, after which date interest shall be charged at a rate and in the manner set out in the Corporation's bylaws.

***(B) The owner of the property at the time of the 1/4ly invoice will be responsible to South Yellowhead Water Corporation for all water charges as listed on the invoice at that time. This will include any water charges from previous 1/4s that have been unpaid. The Seller is responsible to advise the Buyer of all outstanding charges, inclusive of the billing period in which a sale of property is completed. Water cost sharing negotiations are between the buyer and the seller. Invoices are prepared quarterly at the ends of March, June, September, and December.**

15. The Corporation shall be entitled to disconnect service to the Subscriber subject to the policy established for delinquent accounts.

16. This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees as the case may be, and shall run with the land. The parties hereto agree that a caveat may be filed by the Corporation on the lands affected to protect this Agreement.
17. The parties agree to promptly execute any further documentation necessary to implement this agreement.

This transfer agreement shall take effect from the date first above written and by signature the subscriber agrees to the provisions as laid out in the agreement..

Subscriber

Witness