

TERMS AND CONDITIONS

1. Subject to the terms and conditions of this permit and all other applicable rules and regulations of Calaveras Public Utility District (CPUD), permit holder is hereby granted revocable, personal permission to temporarily use water from designated CPUD connection listed on the reverse side of this permit from a single meter as described herein. This permit may not be transferred or assigned in whole or in part to anyone else without the express written consent of CPUD, which may be withheld in its sole discretion. Any attempt to transfer or assign this permit without such consent of CPUD shall be null and void. This permit is valid for a maximum term of one year from the date of issuance. CPUD reserves the right in its sole discretion to accept or reject any application for a permit for use of temporary water and/or to suspend, revoke or modify any such permit at any time after issuance
2. Permit holder must make this permit available for inspection by CPUD, any local, state, or federal environmental health agency, the fire department, and/or law enforcement at all times while the permit is in effect. (*Section 498 of the Penal Code of the State of California*)
3. Permit holder shall cease using temporary water under this permit immediately upon receipt of verbal or written notice from CPUD, which may be issued at any time at CPUD's sole discretion.
4. CPUD reserves the right in its sole discretion to accept or reject any application for a permit for use of temporary water and/or to suspend, revoke or modify any such permit at any time after issuance.
5. The meter assembly and/or backflow prevention assembly will hereinafter be referred to as CPUD hardware. CPUD hardware will be installed and removed only by CPUD personnel. The configuration of CPUD hardware shall not be changed or modified. The CPUD hardware shall not be bypassed or jumped.
6. CPUD valves shall not be opened and closed by the permit holder. Only the meter gate valve will be used to control the flow of water.
7. Permit holder shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CPUD, and its officials, employees, agents and representatives, from and against any and all claims, damages, loss and/or liabilities for injury to any person(s) (including death) or damage to any property (real or personal) arising out of or related to, directly or indirectly, any activity of the permit holder under this permit, including without limitation any damage, loss or theft of any CPUD hardware or CPUD connection used hereunder. The obligations under this paragraph shall survive expiration or termination of this permit.
8. Permit holder shall, at all times, maintain CPUD approved backflow protection through the required method as directed CPUD inspector during installation. Failure to maintain strict adherence to CPUD requirements including, but not limited to, unauthorized modification, removal or bypass of approved backflow protection will result in immediate termination of permit and seizure of CPUD hardware.
9. Permit holder shall notify CPUD of any missing, broken, damaged or otherwise malfunctioning CPUD hardware immediately upon discovery. Broken, damaged or otherwise malfunctioning CPUD hardware shall not be used to take any water.
10. Without in any way limiting permit holder's obligations under item 7 above, prior to issuance of any CPUD hardware hereunder, permit holder shall submit a hardware deposit to CPUD in the amount then required to cover the cost of repair or replacement of the CPUD hardware or any damage to CPUD facilities caused by permit holder's activities under or in violation of this permit. CPUD personnel will recover the CPUD hardware immediately upon expiration or termination of this permit. The deposit may be refunded in whole or in part within 60 days of inspection and repair or replacement (if needed) of the returned CPUD hardware or any damaged CPUD facilities.
11. Permit holder shall comply with all terms and conditions of this permit and all applicable rules and regulations of CPUD at all times hereunder, including without limitation all fees and charges for issuance of this permit and use of water hereunder. CPUD ordinance and fees are available at www.cpud.org.
12. An initial minimum \$20.00 purchase will provide the customer with a reusable, refillable cash card. The card may be used to purchase water from any of the available card lock bulk water stations provided throughout the service area and may be reloaded at the CPUD office. **Unused card values are not refundable or transferrable. Values of lost cards may only be transferred to a replacement card at the discretion of CPUD.**
13. Permittee shall notify CPUD if card is lost or stolen so that CPUD may deactivate the card.
14. Charges are subject to change. The permit holder is responsible for paying the charges in effect at the time of use.