

## TERMS AND CONDITIONS

1. Gardnerville Water Company (GWC) will use all reasonable endeavors to supply the quantity of water required by the Applicant, by making it available for collection at the GWC's fill station
2. GWC does not warrant or represent that it will guarantee a continuous supply of water in the quantity required by the Applicant. GWC may at its discretion reduce, interrupt or discontinue the supply of water to the Applicant at any time
3. An approved Applicant shall be issued with account number and a vehicle number for each Water Tanker Vehicle (Tanker') named in its Application, which will enable the Applicant to access the Water at GWC 's fill station
4. GWC accepts no responsibility for any the water that the Applicant may take beyond the fill station
5. The Applicant shall comply with state, federal and local government regulations
6. Per Nevada water rights, the Applicant must utilize the water within the Carson Valley.
7. The Applicant shall retain good hygiene practice and using restroom facilities on-site. The applicant shall also use trash containers and ash urns provided on-site. No trash or cigarette butts shall be thrown on the ground
8. The Applicant shall avoid of spillage, leakage, run-off or ponding from the tanker or the use site
9. The Applicant must ensure that water drawn from the fill station is filled directly into a tanker approved by GWC
10. An approved tanker shall be configured to prevent spillage or leakage while stationary or in transit and be maintained in good order and shall have proper backflow prevention
11. GWC will send invoices on a monthly basis
12. Invoices will contain fees and charges applicable to the gallons of water supplied to the Applicant as measured by GWC. Water gallonages will be based on transactions recorded at the tanker filling station
13. Invoices must be paid by the due date determined on the invoice. GWC reserves the right to terminate water availability if outstanding balance is more than 30 days past due
14. The Applicant shall obtain and maintain public liability insurance with a reputable insurance company in an amount of not less than state, federal and local government regulation and produce appropriate evidence of insurance if requested by the GWC.