

## **West Rim Mutual Domestic Water User's Association**

**PO Box 601  
El Prado, NM 87529  
(505)559-4512 (575) 770-9535 (575) 779-0228**

### **Membership Application:**

The Lifetime membership fee is currently \$250.00.

Membership is for residents of our service area who need water. We do not sell memberships for undeveloped or unoccupied property. We do accept memberships from occupied rental property, even if the landlord doesn't currently reside in our service area.

To become Member, please complete the following:

1. Pay \$250.00 lifetime membership fee.
2. Sign the Water Users Contract.
3. Establish that you are a property owner with an occupied home within the West Rim MDUWA service area by providing the following:
  - a. A copy of your property deed, mortgage or real estate contract.
  - b. A copy of your most recent tax receipt

Send a copy of the signed contract with the copy of your deed, tax receipt and your check to the above address.

The West Rim board of directors will review your application at the next board meeting. Once the Board approves your membership application, your fee is not refundable. You will be a bona fide member with voting rights and can purchase water.

Please contact President David Baca at (505) 559-4512, Treasurer Diana Margolin at (575) 779-0228, or Secretary Giles Shelton at (575) 770-6496 for any questions regarding your application or the association. Thank you for your interest.

The West Rim MDWUA

**Membership Account #** \_\_\_\_\_

Application for Water Service and if approved, signed and with association seal Membership Certificate/Water Users Contract

This agreement entered into between WEST RIM Mutual Domestic Water User's Association, a non-profit corporation, organized under the Sanitary Projects Act, Sections 3-29-1 to 3-29-19 NMSA 1978, for the purpose of providing a domestic water system for its members, and hereinafter called the "Association",

and \_\_\_\_\_ and \_\_\_\_\_ Member(s)  
hereinafter called "Member" of the Association.

### **Witnesseth**

Whereas the applicant(s) desires to purchase water services from the Association; to become a voting member of the Association and to enter into a Water Users Contract (or Agreement) as required by the by-laws of the Association;

Now therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by both parties hereto as follows; the Association shall furnish, subject to state and federal law, regulations, and funding and in accordance with its by-laws and Rules and Regulations now in force or as hereafter amended, a safe and adequate supply of water for the Member(s) who reside on the following described property: (legal description)

\_\_\_\_\_  
(Unit, Block, Lot, Neighborhood)

**Membership Fee.** Effective as follows, The Member agrees to pay, upon signing of this Contract a one time, non-refundable membership fee of \$250.00. If the membership is not accepted, a \$25.00 processing fee will be withheld. If approved, signed and marked with the Association Seal, the member is able to vote and to purchase water.

**Conservation and Progressive Water Rate.** In order to provide water to the most residents possible, the Association discourages the use of water provided by the Association for any purpose other than domestic use. The Association encourages conservation of its water through the continued user of water rate charges, which increase for excessive water use, and shall determine the allocation of water to Members in the event of a water shortage or lack of water rights.

**Compliance with Rules.** The Member agrees to comply with and be bound by the By-laws and Rules and Regulations of the Association now in force or as hereafter duly and legally supplemented, amended or changes.

**Assignment of Inside Ground Water Right. (OPTIONAL, AND APPLIES ONLY IF THE PROPERTY OWNER HAS A DOMESTIC WELL)** The member hereby chooses to assign only the inside domestic-use portion of the ground water rights of his /her domestic well to the Association, its successors and assigns, so that the Association can provide the Member with safe and adequate water. This assignment does not include the outside domestic-use portion of the ground water rights of the Member's domestic well, which he/she will continue to own and hold for his/her exclusive benefit in meeting the need for water outside the house. The Member hereby reserves the right of reversion of this assignment of the inside domestic portion of the ground water rights of his/her domestic well to the Member, his/her heirs, successor and assigns, if the

Association ceases to operate as a mutual domestic water system or is unable to provide safe and adequate water to the Member.

**This Document is your Certificate of Membership to this Association.**

To be valid, it must be signed by the Member(s), an authorized Association Official, and the President, and have the Association seal. The original will be kept by the Association as a part of the permanent record, and a copy will be mailed to the Member for his/her records.

**If you have a domestic well**, please fill in the following: *I have a domestic well on my property and I have the option of assigning the inside portion of my ground water rights to the Association in exchange for a portion or all of the membership fee. My well is filed under the name:\_\_\_\_\_ . The well location is: \_\_\_\_\_ . the well # is: \_\_\_\_\_ .*

**In Witness whereof, I/we have executed this agreement on \_\_\_\_\_ (Date)**

Applicant/member signature \_\_\_\_\_ Applicant/member signature \_\_\_\_\_

Mailing

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Attest (Authorized Association Official:) \_\_\_\_\_

Board President Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_

Association Seal:

Board Secretary Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

.....  
**For Association Use Only**

Membership transferred, cancelled, other

\_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_