

Make checks payable to:
 Central Kansas Water
 Bank Association
 125 S Main St
 Stafford, KS 67578

Central Kansas Water Bank Association
*(The non-refundable filing fee of \$200 and monitoring fees
 of \$100 per year must accompany this form)*

For Office Use Only
 Fee _____
 Form # _____
 TR # _____
 Date Recd _____
 Time Recd _____
 Initials _____

CONTRACT FOR LEASE

Applicant
 Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____ Email: _____

Hydrologic Unit: _____ Source of Supply: _____

Water Right File No(s) that authorize use of water from the proposed point of diversion: _____

Point of Diversion of Leased Water:

Legal Desc: _____ ¼ , _____ ¼ , _____ ¼ , Sec _____ Twp _____ Rng _____, _____ County
 _____ feet North & _____ feet West of the Southeast corner of said section.

Place of Use of Leased Water:

Sec	Twp	Rng	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Quantity of Water Requested: _____ AF Quantity of Water to be Leased: _____ AF

Maximum Rate of Diversion: _____ gpm Proposed Use Made of Water: _____

Calendar Years Water is to be Leased: _____
 (not to exceed the length of the water bank charter plus three calendar years)

Is a water flow meter installed correctly according to K.A.R. 5-1-4 thru 5-1-12? Yes No

The current water flow meter reading from the proposed point of diversion: _____

Current water level measurement: _____ Date of measurement: _____

Payment Amount per Acre-Foot: _____ /AF x _____ AF = Total _____

Terms of Payment: _____

TERMS AND CONDITIONS OF CONTRACT

Subject to the terms and conditions set forth below, Lessee agrees to lease from water right owner and/or The Central Kansas Water Bank Association (Association) and owner and/or Association agrees to lease to Lessee the water right identified above.

EXERCISE OF CONTRACT Lessee agrees that if the term permit is not obtained by _____, this contract will be terminated.

INSPECTION Association shall have the right to inspect the point of diversion, place of use and water flow meter at any time during the term of this contract.

ASSIGNMENT The lessee may not assign or transfer the deposited water without prior written permission of the Association and chief engineer.

WATER USE REPORTING Association participants will be required to submit their Water Use Reports to the Division of Water Resources by March 1st each year throughout the duration of the contract. A copy of the Water Use Report shall be sent to the Association by March 1st each year throughout the duration of the contract.

TERMS OF PAYMENT Lessee shall pay to Association or Owner the sum of \$_____ on or before _____ during the term of this Lease.

BINDING This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns.

COMPLIANCE WITH ALL LAWS This contract is subject to the provisions of the Association charter and all rules, regulations, and policies established by Big Bend Groundwater Management District #5 (including without limitation Central Kansas Water Bank Association Charter Section 506 set forth below) and the Kansas Department of Agriculture, Division of Water Resources. If a partial deposit is made, the depositor agrees to maintain an accurate water flow meter which meets or exceeds the rules and regulations K.A.R. 5-1-4 through 5-1-12 as approved by the Chief Engineer of Kansas Department of Agriculture, Division of Water Resources.

TERMINATION This Lease shall commence upon the issuance of the term permit and shall terminate upon the last day of the final calendar year of the Lease as set forth above unless sooner terminated by the termination of a term permit or the Contract of Deposit between Association and Owner. Upon termination, end of this Lease, or in the event of breach of contract, lessee agrees and promises to return the possession of any unused portion of the leased water to the Association without necessity of legal process.

BREACH OF CONTRACT-PENALTIES Breach of contract will result in forfeiture to participate in the Association in the future. All violations of the act, charter, and any applicable rules and regulations may be processed through Section 801 of this charter, and K.A.R. 5-17-13.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS The undersigned acknowledges they have read and understand the conditions of the above contract and have provided the Association with honest, accurate information in preparation of this lease.

Applicant: _____ Date: _____

Association Representative: _____ Date: _____

**Central Kansas Water Bank Association Charter
Section 506**

Rules for Leases

The proposed lease is from water rights on deposit from the same hydrologic unit designated by the Association and within the Association’s boundary.

The lease shall be subject to such terms and conditions, and such approval by the chief engineer, as provided by rules and regulations of the chief engineer.

The lessee shall complete an application for contract to lease water on a form prescribed by the Association and approved by the chief engineer. The application shall be filed with the Association and shall include the following:

- A. The hydrologic unit designation of leased water
- B. Calendar years that water is proposed to be leased
- C. Number of acre-feet proposed for lease, and the purpose of use
- D. Location where leased water will be used, including point of diversion, place of use, acres (if irrigation) current authorized rate (if existing well – proposed rate if new well)
- E. A current water level measurement
- F. Aquifer unit (source of supply)
- G. File numbers of all other water rights that authorize use of water from that point of diversion

Each approved contract shall set forth penalty provisions for breach of contract conditions.

In order to prevent an increase in consumptive use, applications to lease water for a use other than the authorized use of the deposited water proposed for lease shall comply with K.A.R. 5-5-9 and 5-5-10.

OFFICE USE ONLY			
1. Date application received: _____	2. Application meets K.A.R. 5-17-4: Yes No		
3. Quantity of water proposed for lease: _____	4. DWR notified of deposit prior to lease? Yes No		
3. Application approved: Yes No If "NO" Give reason: _____			
Date: _____	_____ Reviewed by (Association Representative)		