

Application for Kiosk Access for Bulk Water

I, _____ of

_____,
If applicable, name of company, partnership or sole proprietorship business (collectively "User")

Mailing Address: _____

Email Address: _____ Phone No.: _____

Check box to receive invoices by email

User Account Contact Person: _____

Storage Tank Capacity: _____

hereby apply to the Comox Valley Regional District ("CVRD") for access to the bulk water from the water kiosk located at 4795 Headquarters Road.

Access to bulk water is made available to qualified bulk water suppliers in accordance with Bylaw No. 1783 being the "Water Local Service Establishment Bylaw, 1995." In the event this application is approved, in consideration of the supply of bulk water to the User, the User covenants and agrees to comply with all of the regulations, terms and conditions established by the CVRD and to pay the fees and charges imposed from time to time by the CVRD for the supply of water.

Water Usage and Payment Conditions

1. The User shall be provided with an individual key code for use of the kiosk. The total volume of water obtained by the User from the kiosk will be recorded by the CVRD and invoiced to the User.
2. The User shall pay the invoice from the CVRD within thirty (30) days of delivery of the invoice to the User at the address provided to the CVRD in this application form, or such other address as the User has specified in writing to the CVRD. Invoices will be deemed to have been received 5 days after having been posted for delivery by Canada Post.
3. If the User disputes the quantity of water used to calculate the invoice or otherwise disputes the amount of the invoice, it shall pay the invoice and apply to the CVRD Manager of Water Services for review.

Conditions of Water Supply

4. The User shall not connect a water storage tank that has been used for any purpose other than the supply of domestic potable water directly or indirectly to the water standpipe.
5. Hoses used to connect to the water storage tank to the standpipe must not have been used for any other purpose other than the supply of domestic potable water.
6. The standpipe may be used only by the User approved in this application and the User shall not share their personal key code to the kiosk facility.
7. The User acknowledges and agrees that the User, and not the CVRD, is responsible for ensuring that the water storage tank, hoses and supply lines and all other fixtures and fittings associated with the User's facilities are adequate and are at all times properly maintained to supply potable drinking water that meets the standards prescribed in the Water Supply Enactments as defined in Section 9.

No Warranty or Representation

9. The CVRD does not warrant or represent to the User or to any other person that approval of a water storage tank, or the use of a water storage tank under this agreement by the User is in compliance with this agreement, the *Drinking Water Protection Act* or any Regulations under that act, nor with any other enactment (collectively the "Water Supply Enactments") and the CVRD assumes no duty of care under this agreement to the User or any other person.

Termination or Suspension

10. Upon termination of the use of the kiosk, the Users key code will become invalid immediately.
11. The CVRD may terminate the right of a User under this agreement, on seven (7) days' written notice to the User, in the event of a failure to pay when due all fees and charges incurred under this Agreement.
12. Without limiting any remedy available to the CVRD under this agreement or otherwise at law, the CVRD may, upon seven (7) days' written notice to the User, in its absolute discretion:
 - a) terminate or suspend this agreement and revoke the right of the User; or
 - b) if the User is a corporation, partnership or another business, (collectively "Business") involved in the supply of bulk water, terminate the right of any person who is an owner, director or manager of the Business (the "Principal") or any other corporation or business in which the Principal is involved from obtaining water from the standpipe under this agreement or otherwise through a different corporation, partnership or other business in which the person is a Principal permanently or for such time period as the CVRD, in its sole discretion, deems appropriate to protect the interests of the CVRD.

Release and Indemnity

13. The User releases and shall indemnify and save harmless the CVRD and its elected officials, officers, employees and agents (the "CVRD Parties") from and against all claims which may arise or accrue to any person, firm or preparation against the CVRD Parties, or which the CVRD Parties may pay, incur, sustain or be put to as a result of:
 - a) any negligent act, omission or willful misconduct of the User in connection with the exercise of the User's rights under this agreement; or
 - b) any default in the proper observance or performance of the obligations and responsibilities of the User under this agreement,unless and to the extent that such a claim results from a negligent act, omission or willful misconduct on the part of the CVRD.
14. Section 13 [*Release and Indemnity*] shall survive the expiration or termination of this agreement.
15. Time shall be of the essence of this agreement.
16. This agreement may not be assigned by the User.
17. This agreement shall be construed in accordance with the laws of the Province of British Columbia.

Signature of User

Date

Personal information provided on this form is collected pursuant to Section 26 of the *Freedom of Information and Protection of Privacy Act* and will only be used for the purpose of processing this application. Personal information will not be released except in accordance with the *Freedom of Information and Protection of Privacy Act*. Questions about the collection of personal information may be referred to the Engineering Services Branch at 770 Harmston Avenue, Courtenay, BC, 250-334-6000 or by email at engineeringervices@comoxvalleyrd.ca