

PRWID IRRIGATION WATER LEASE

(Scofield Reservoir Water)

The **PRICE RIVER WATER IMPROVEMENT DISTRICT**, of 265 South Fairgrounds Road, P.O. Box 903, Price, Utah 84501, hereinafter "Lessor", hereby leases to _____, of _____, hereinafter "Lessee", _____ # of shares, **up to 25 of Scofield** Reservoir irrigation water (**Price River Water Users Association stock**) owned by Lessor.

1. **TERM.** The term of this Lease shall be for one full irrigation season, commencing as of **March 16, 2026**.
2. **RENT.** As and for consideration of this Lease, Lessee agrees to pay to Lessor **\$35 per share**, for a total of \$ _____, payable in full to the Price River Water Improvement District (PRWID), at the time of execution of this Lease.
3. **BENEFICIAL USE.** It is a condition of this Lease that Tenant shall make beneficial use of all the water leased hereunder. Lessee hereby agrees to apply all of the water leased hereunder to irrigation and for no other purpose.
Acreage to be irrigated: _____
Location of irrigated land: _____
4. **SCPP PROHIBITION.** Lessee further agrees that, by leasing water shares from Lessor, they are not participating in any leasing of their own water to any other person or entity nor applying leased water to someone else's property to allow them to lease out their water; specifically, but not limited to the System Conservation Pilot Program.
5. **ADMINISTRATIVE CHARGES.** Lessee hereby further agrees to pay for any lease administration fees charged by the Price River Water Users Association and/or the canal company that actually delivers the leased water to Lessee.
6. **INDEMNITY.** "Loss" means any loss, damage injury, or other casualty to property or to any person, animal, fish, plant, structure or facility, including Lessee, arising out of or resulting from Lessee's use of the leased water, or Lessee's activities on the premises associated with the leased water or from defects in the leased water, whether apparent or hidden. Neither Lessor, nor its agents or employees shall be liable for any Loss. Lessee for himself/herself, his/her successors or assigns, hereby agrees to indemnify Lessor, and its agents or employees and to hold Lessor and its agents or employees harmless from and against all claims, demands liabilities, suits or actions arising from any Loss, including all reasonable expenses and attorney's fees incurred by or imposed on Lessor and its agents and employees in connection therewith, for such Loss.
7. **TERMINATION.** This Lease shall terminate upon Lessee's completion of use of the leased water or upon termination of delivery by the company that delivers the water or on October 1, 2026, whichever date first occurs.
8. **ATTORNEY'S FEES.** In the event of any action between Lessor and Lessee to enforce any of the provisions or rights hereunder, the court may award costs and reasonable attorney fees to the prevailing party.
9. **ASSIGNMENTS, SUBLETTING AND ENCUMBRANCES.** Lessee shall not assign this lease, or mortgage, encumber or sublet the water leased hereunder or any part thereof, and shall not allow any lien or encumbrance to be placed upon the leasehold the leasehold interest hereby created.

DATE: _____

LESSEE: _____

Signature: _____

LESSOR:

Price River Water Improvement District

Printed Name: _____

By: _____

District Manager or Designee

Telephone # _____