

force pertaining to the right to the water from said conduits and the terms and conditions of delivery of such water, and with all the rules and regulations of the Home Valley Irrigation & Power Company, its successors and assigns now in force or hereafter from time to time adopted. All rules and regulations and changes and all alterations or amendments hereafter adopted to be in force only from and after 30 days after mailing at the United States Post Office in Home Valley, Washington, or some other post office in that vicinity addressed to the Consumer at his last preceding address furnished to this Company.

2. Subject to the provisions of paragraph \_\_\_\_\_ hereof, compensation shall be paid for said water at the rate of \$2.50 annually per acre on the land herein described for each irrigation season payable on or before the first day of July, of each year, in advance, at the office of the Home Valley Irrigation & Power Company, in Home Valley, Washington. Rates and other charges payable hereunder together with interest thereon from the dates due and payable respectively, until paid at the rate of Eight per cent per annum, together with all costs and expenses of collections thereof shall be and are hereby declared to be a lien on the premises herein described.

3. The said Home Valley Irrigation & Power Company will furnish and keep in repair measuring devices at the expense of the Consumer. The method of measuring, delivering and regulating the supply of water delivered to the consumer shall be prescribed by said Company, and shall be at all times under its control.

4. Water shall be delivered by said Company at such point or points on the premises herein described as said Company may deem most practicable.

5. That the said Home Valley Irrigation & Power Company shall have the right to change the course, use of and enlarge its said laterals or ditches, provided such change, use or enlargement shall not interfere with the flow of water to the detriment of the Consumer; that the said Company shall have a free right of way over the premises herein described for said laterals, supply ditches or conduits, for their maintenance and repair, provided that said Company shall be responsible for all damages to the permanent improvements and crops of the Consumer caused by any change, enlargement or improvement of said laterals or supply ditches or installation of seepage or waste water ditches, as provided above.

6. That said Home Valley Irrigation & Power Company shall have the right to shut off the water in any of its water conduits at such time as urgent necessity may require for protection during extreme cold weather, or for repairs or improvements, or in other emergencies, without cost or claim for damages by the Consumer; but shall with reasonable diligence restore the same. That said Company shall not be responsible for a deficiency or water caused by hostile diversion or obstruction, scarcity of natural water supply, forcible entry, damage by flood, freezing, riot, legal restraint, or by Act of God, but that said Company shall use and employ all due diligence in restoring and protecting the flow of water in its said conduits from any such excepted causes of deficiency.

7. In case of any contingency causing damage to any consumer, immediate notice shall be given by consumer to said Home Valley Irrigation & Power Company,