



284 E. Water St. ♦ ♦ Stayton OR, 97383 ♦
Phone (503) 769-2669 ♦ Fax (503) 769-5995

CONTRACT FOR SERVICES

This agreement is entered into this _____ of _____, 2024, between the SANTIAM WATER CONTROL DISTRICT, a water control district organized and existing under the laws of Oregon, hereafter referred to as “District” and _____, hereafter referred to as “Undersigned”,

WITNESSETH:

Undersigned desires to rent equipment fully operated from the District for work to be performed on lands within the District and District is willing to rent such equipment fully operated to the undersigned upon the terms and conditions as set forth herein.

IT IS THEREFORE AGREED as follows:

- (1) The District will rent to Undersigned equipment, fully operated, for the hourly rates as set forth in the attached job estimate.
- (2) The District may, in connection with the equipment rental so furnished, sell to Undersigned certain materials and items obtainable by the District for use on the lands within the District.
- (3) Undersigned agrees to promptly pay the District the amount billed to the Undersigned by the District for equipment rental and material.
- (4) Undersigned represents to the District that Undersigned will (will not) be participating in the benefits available under the Soil Conservation and Domestic Allotment Act and if Undersigned is participating, Undersigned has executed an assignment of benefits due the Undersigned pursuant to the Soil Conservation and Domestic Allotment Act to the extent of the amount due the District, or in the event that such amount is undetermined, Undersigned agrees to execute such an assignment immediately upon billing by the District.
- (5) Each of the Undersigned hereto personally assumes responsibility individually and jointly for the full amount of the equipment rental and materials furnished.
- (6) All accounts shall be deemed delinquent one month from the date of billing for the work and interest shall be charged thereafter on such delinquent accounts, and paid by the Undersigned, at the rate of 1 1/3 percent per month.
- (7) If an account is delinquent at the start of the water season, the Undersigned agrees that the District shall withhold delivery of water to the Undersigned until such time as the account has been fully paid.
- (8) The legal description of the land upon which such services are to be performed and materials installed are the following described lands in Marion (Linn) County, Oregon:

(9) The Undersigned, as part of the consideration for the equipment rental, hereby agrees that the District shall not under any circumstances be liable to the undersigned or to any third party arising out of or relating to the work done by the District whether based upon alleged negligence or otherwise and the Undersigned expressly agrees to hold the District harmless from or on account of any such claims.

(10) All work performed by the equipment and the operators furnished by the District shall be under the direct supervision and control of the Undersigned and the Undersigned assume complete responsibility for method and manner of performance of the work and for the consequences thereof.

(11) In the event the District shall be compelled to take any legal proceedings, either equitable or legal, to enforce or construe the terms of this contract, Undersigned agrees to pay the District such attorney's fees as the court may adjudge reasonable to any appropriate court whether appellate or otherwise.

(12) The Undersigned agree that after such services become delinquent a lien will be filed upon the above-described lands which said lien shall not be discharged by sale or transfer of said lands but shall be discharged only upon payment in full to the District.

(13) At any time after the lien is filed the District may at its option file suit in the Circuit Court of the State of Oregon and the County of Marion to foreclose said lien and in such event shall have the right to obtain a decree against the Undersigned for the full amount billed together with attorney's fees as hereafter provided, and shall have the further right to have the property sold in the manner provided by law for the sale of real property upon foreclosure of the mortgage.

SANTIAM WATER CONTROL DISTRICT

By _____ District Manager
Brent Stevenson

UNDERSIGNED

Printed name Signature

Printed name Signature

Job ordered by: _____

Bill to: _____

(All owners of the property as listed on the deed must sign this agreement.)