

Parties:**Application Number: 1010**

This Agreement is made this ___ day of _____,

between COLIBAN REGION WATER CORPORATION of 37-45 Bridge Street Bendigo, Victoria
(hereinafter referred to as "CW")

and Attention: _____

(hereinafter referred to as "Owner")

Preliminary:

- A. CW is a Water Corporation licensed to supply water to communities in Central and Northern Victoria.
- B. The Owner has acquired, or CW is requested to acquire on the owners behalf, a temporary water allocation of _____ megalitre/s from the Goulburn system (up to a maximum of 100% of licenced volume, including any allocation of water from Coliban's rural systems).
- C. The Owner agrees to reimburse CW for the purchase, inclusive of brokerage and transfer charges, within 28 days of receiving their next routine water account.
- D. The owner wishes to transfer its water entitlement to CW in return for CW providing water to the owner via the Eppalock Pipeline system. This volume of water, together with any water allocated from Coliban's rural water supply, will not exceed the maximum volumetric entitlement on your rural licence.
- E. The Owner acknowledges that CW will purchase water on the market.

Obligations:

- 1. The Owner transfers to CW all its rights and interest in its water allocation of _____ megalitre/s.
- 2. In addition to water purchase, the Owner agrees to pay CW \$672.80 per megalitre delivered to the nominated water meter.
- 3. The Owner must nominate the site or sites at which it requires CW to deliver the supplementary supply.
- 4. CW must make available for delivery a volume equivalent to 95%, to account for system losses, of the Owner's transferred water entitlement to the Owner at its nominated site, subject to all usual risks and qualifications of the Eppalock Pipeline system, including occasional planned and unplanned pipeline shutdowns.
- 5. The Owner further abandons all claims to any unused portion of the water transferred as at the 30 June 2010. Any unused portions will vest in CW.
- 6. The Owner bears the risks associated with any future change of rural allocations, and accordingly will not seek any form of compensation or adjustment from CW in such an event.
- 7. The Owner gives permission to CW to release company details and details of associated water transfers to the public, where appropriate.

8. If requested by Coliban Water, the Owner agrees to participate in a survey to allow CW to evaluate the Rural Water Trading Pilot Project.
9. The Owner agrees to pay the necessary charges associated with the administration of the scheme, these are subject to change at the discretion of CW, and they are currently identified as;
 - Any third party transfer fees applicable to the water purchase.
10. The meter details and reading at the commencement of the agreement are as follows;

Sites	Account Number	Address/Name of Sites (Meters) in Application	Meter Number	Initial Meter Reading
1				
2				
3				
4				
5				

11. The Owner will supply to CW via email, not less than fortnightly, an updated meter reading to support the necessary maintenance of a water usage register by CW.
12. CW expects that The Owner will adopt water efficient practices in their use of this water.
13. This Agreement will terminate upon any one of the following events:
 - Delivery of the 95% of the volume of water transferred to CW, **OR**
 - 30 June 2010, **OR**
 - Upon written agreement by both parties to this Agreement.

Signed on behalf of COLIBAN REGION WATER CORPORATION

Signed on behalf of the Owner