



ELDORADO AREA WATER & SANITATION DISTRICT
2 North Chamisa Drive, Suite B • Santa Fe, NM 87508 • (505) 466-1085

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 20____, by and between the Eldorado Area Water & Sanitation District, a New Mexico quasi-municipal governmental corporation ("District") and _____, a water service customer or customers of the District ("Customer").

Recitals

- A. The District provides water service to Customer at _____ Santa Fe County, New Mexico. The account number for this service is _____.
- B. As of the date of this Settlement Agreement, Customer owes the District \$_____ for the water supplied to Customer at the service address.
- C. Customer is willing to pay the outstanding amount owed to the District and to guarantee Customer's payments toward such outstanding amount, in accordance with the terms of this Settlement Agreement.
- D. In consideration of Customer's payment of the amount owed, in strict compliance with the terms of this Settlement Agreement, the District is willing to forego other action to recover the debt, except as provided herein.

Agreement

WHEREFORE, in consideration of their mutual promises as set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Customer agrees to pay to the District the sum of \$_____ monthly for a period of ____ months, plus interest on the unpaid balance at a rate of 0.5% per month, until the outstanding amount owed to the District is paid in full. The first such payment shall be made no later than the due date of Customer's _____, 20__ monthly invoice, and subsequent payments in the amount stated shall be made each month thereafter, no later than the due date of Customer's regular monthly invoice. Such payments shall be **in addition to** any amounts owed for current water service, in excess of the outstanding amounts cited above, whether billed to Customer before or after the date of this Settlement Agreement.
2. Until the outstanding amounts set forth above are paid in full, Customer will timely pay any and all amounts owed for current water service, no later than the due date of each invoice duly rendered for such service.
3. So long as all payments due to the District under this Settlement Agreement, including but not limited to Customer's payments toward arrearages in accordance with Paragraph 1 and payments of current invoices in accordance with Paragraph 2, are timely made, the District will continue to provide water service to Customer, regardless of any prior notices of discontinuance that may have been issued.
4. **Notwithstanding any Policy in effect at the time that this Settlement Agreement is entered into or any subsequent policy adopted by the District Board of Directors, the Customer agrees and stipulates that if any payment due to the District under this Settlement Agreement is not timely made, or if any check or transaction submitted to the District for any such payment is not honored by the financial institution on which it is drawn, each and all of the following shall apply:**
 - a. **The District may IMMEDIATELY AND WITHOUT FURTHER NOTICE discontinue water service on the above-referenced account;**
 - b. **Any amount outstanding on the above-referenced account shall become due and payable immediately, and water service shall not be restored until the entire amount due, plus any fees or other charges owed to the District in accordance with applicable District policies, is paid in full. Such payment must be in CERTIFIED FUNDS (cash, cashier's check, or money order). Personal checks will not be accepted; and**

- c. The District shall be entitled to enforce payment of any and all amounts owed to the District by filing a Notice of Claim of Lien on the real property where the service was provided, or on any other real property owned in whole or in part by Customer within the County of Santa Fe.
- 5. In accordance with NMSA 1978, § 73-21-16(L) (1985), all debts to the District constitute a statutory, perpetual lien against the property served. Customer agrees and stipulates that (a) the outstanding balance on the above-referenced account constitutes a statutory, perpetual lien against the property served; and (b) the District may issue and record a Notice of Claim of Lien on the real property where the service was provided or on any real property owned by the Customer within the County of Santa Fe. The Customer further agrees and stipulates that, if the District files a Notice of Claim of Lien on the said real property in the Santa Fe County records, the District shall file a Notice of Release of Lien on the property only upon final payment of all amounts outstanding and owed to the District by the Customer, in accordance with the terms hereof.
- 6. This Settlement Agreement shall remain in full force and effect until all arrearages owed to the District, as described herein, are paid in full, and shall terminate upon Customer's rendering of the final payment due in accordance with Paragraph 1 hereof, unless other amounts owed by Customer to the District remain in arrears as of that date.
- 7. This Settlement Agreement is binding upon the parties hereto and upon their heirs, successors and assigns.
- 8. This Settlement Agreement is the entire agreement between the parties with respect to the matters set forth herein, and any prior agreements between the parties as to such matters, whether oral or written, shall be of no force or effect except to the extent incorporated herein.
- 9. If Customer has already entered into a settlement agreement for payment of money owed to the District, Board approval shall be required for this Settlement Agreement.
- 10. This Settlement Agreement is entered into in the State of New Mexico, and shall be construed and interpreted in accordance with the laws of New Mexico.

IN WITNESS WHEREOF, the parties have hereunto set their signatures as of the date first written above. **By Customer's signature below, Customer certifies that he or she has read this Settlement Agreement, that Customer understands it, and that Customer will comply strictly with its terms.**

CUSTOMER(S):

Signature Date

Signature Date

Printed Name

Printed Name

Address

Address

THE ELDORADO AREA WATER & SANITATION DISTRICT:

Authorized Representative

Date

Print name

Title