

**WATER DISTRICT #1 RENTAL POOL**  
**APPLICATION TO RENT STORAGE FROM THE COMMON POOL SUPPLY**

\_\_\_\_\_ (applicant) hereby requests to rent \_\_\_\_\_ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed rental fees of \$\_\_\_\_\_ for the irrigation season 20\_\_\_\_. The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

**Description of Point of Diversion:**

Name of River or Stream from which rental is diverted: \_\_\_\_\_

Canal or Pump Name & location: \_\_\_\_\_

Place of Use description: \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_

If the application is for an amount greater than 100 acre-feet for irrigation purposes, the Applicant, by checking this box, certifies that the place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

**Applicant Signature and Address:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

If the applicant is pumping water from a canal that diverts water from the Snake River or its tributary and is applying to rent 100 ac-ft or less conveyed through the canal to the applicant's point of diversion, pursuant to Rule 5.2.104, the applicant must submit written consent from the canal operator to have the rental storage delivered through the canal.

Canal Operator Name and Title: \_\_\_\_\_

Canal Operator Consent Signature: \_\_\_\_\_

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*(official use only)*

*Date Application Accepted by Watermaster:* \_\_\_\_\_

*Application Approved by Watermaster:* \_\_\_\_\_ *YES*    \_\_\_\_\_ *No*

*Watermaster Signature:* \_\_\_\_\_

**WATER DISTRICT #1 RENTAL POOL - PRIVATE LEASE AGREEMENT**

\_\_\_\_\_ (lessor) agrees to lease \_\_\_\_\_ acre-feet of storage to \_\_\_\_\_ (lessee) for the 20\_\_\_\_ irrigation season at a price of \$\_\_\_\_\_ according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted: \_\_\_\_\_

Canal or Pump Name and location: \_\_\_\_\_

Place of Use description: \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a \$1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease).

If the reservoir storage system fails to fill in the season following the year leased, the lessor’s storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders’ storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor’s space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1’s final rental delivery records.

\_\_\_\_\_  
Lessor Signature                      Date                      Title, Canal Company

\_\_\_\_\_  
Lessee Signature                      Date                      Canal Company or Diversion Name

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*(official use only)*

*Date Lease Accepted by Watermaster:* \_\_\_\_\_

*Watermaster Signature:* \_\_\_\_\_



**STANDARD SUPPLEMENTAL RENTAL POOL LEASE CONTRACT**

THIS AGREEMENT, Entered this \_\_\_\_ day of \_\_\_\_\_ (month), by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter called “Lessor” and, **WATER DISTRICT 01, on behalf of the COMMITTEE OF NINE RENTAL POOL**, of 900 N. Skyline Dr., Suite A, , Idaho Falls, Idaho 83402, hereinafter called “Rental Pool”, Lessor agrees to make available for lease below Milner in the Committee of Nine’s Supplemental Rental Pool the total sum of \_\_\_\_\_ acre-feet of Lessor’s storage water accrued to Lessor’s storage space owned by Lessor within Water District 01 (hereinafter “Authorized Acre Feet”). Lessor shall authorize its Authorized Acre Feet to be leased for not less than a net lease price to Lessor of \$\_\_\_\_\_ per acre foot.

WITNESSETH:

Whereas, the Committee of Nine has adopted Rule 8 to its Rental Pool Procedures which sets forth the terms and conditions under which Lessor may contract with the Rental Pool in order to lease a certain set amount of Lessor’s accrued storage in any given year where Lessor is a “participant” under the Rental Pool Procedures and where the Rental Pool has officially authorized storage water to be leased below Milner Dam pursuant to said Rules 7.5 and 8 in a Supplemental Rental Pool; and

Whereas, notice has been provided to all spaceholders of the Committee of Nine’s approval of a Supplemental Rental Pool for the calendar year \_\_\_\_\_; and

Whereas, Lessor has read and understands the terms and conditions of Rules 7.5 and 8 of the Rental Pool Procedures; and

Whereas, notwithstanding the restrictions on refill required in Rule 7.5 of the Rental Pool Procedures, Lessor is nevertheless willing to lease Lessor’s accrued storage water below Milner Dam in the amounts specifically described below.

Now Therefore, it is understood and agreed:

1. This Standard Supplemental Rental Pool Lease Contract (hereinafter “Lease Contract”) is governed by the current Water District 01 Rental Pool Procedures including Rules 7.5 and 8.

2. Lessor hereby agrees and represents that it is a participant pursuant to the definition of “participant” within the Rental Pool Procedures.

3. Pursuant to the Rental Pool Procedures and particularly pursuant to Rule 8 of said Procedures, the Rental Pool is hereby authorized to enter into a contract with Idaho Power Company (hereinafter “IPCO”) to lease up to the full amount of Lessor’s Authorized Acre Feet.

4. Lessor understands and agrees that the amount of its storage water leased up to Lessor’s Authorized Acre Feet, as well as the net price to be paid to Lessor, is fully governed by Rule 8 of the Rental Pool Procedures and the price negotiated with IPCO by the Rental Pool.

5. Lessor agrees that upon execution of this Lease Contract, Lessor shall not be entitled to withdraw or reduce Lessor’s Authorized Acre Feet of storage water and the Rental Pool shall be fully authorized to enter into a subsequent lease with IPCO which shall assign to IPCO up to the total

Authorized Acre Feet of this Lease Contract along with other lessors and to allow IPCO to enforce the terms of this Lease Contract against Lessor for any default caused by Lessor. It is being understood and agreed that the Rental Pool shall be authorized to release Lessor's Authorized Acre Feet of storage water to IPCO at any time requested by IPCO, at its option, provided that proper payment is made to the Rental Pool and the release date requested is timely made during the calendar year in which the lease occurs according to the Rental Pool Procedures and the Watermaster of Water District 01.

6. In the event either party hereto shall be required to employ an attorney for the enforcement of this Lease Contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by either party to send any default notice to a defaulting party.

7. This Lease Contract is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns (including those rights to be assigned to IPCO as provided above).

8. This Lease Contract shall be governed by and interpreted under the laws of the State of Idaho.

9. This Lease Contract, related Rental Pool Procedures and the intended subsequent lease with IPCO specifically contemplated by this Lease Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this Lease Contract.

“LESSOR”

\_\_\_\_\_

(Lessor's Signature, Title)

\_\_\_\_\_

(Canal Name or Spaceholder)

“RENTAL POOL”

Approved Amount: \_\_\_\_\_

\_\_\_\_\_

By: Tony Olenichak

Watermaster

**WATER DISTRICT #1 RENTAL POOL  
APPLICATION FOR SPACEHOLDER TO ASSIGN STORAGE TO THE ASSIGNMENT POOL SUPPLY**

\_\_\_\_\_ (applicant) holds certain storage entitlements in Upper Snake reservoirs for the primary purpose of irrigation. Based upon evaluation of potential needs for the current year, we have determined that a portion of our storage supply will not be required for our primary purpose of irrigation. We therefore wish to assign \_\_\_\_\_ acre-feet of water/space to the Water District #1 Rental Pool supply for the irrigation year 20\_\_\_\_. We understand that the rental of this water is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Print Assignor Name and Title: \_\_\_\_\_

Assignor Signature: \_\_\_\_\_

Assignor Address: \_\_\_\_\_

\_\_\_\_\_

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*(official use only)*

*Date Assignment Accepted by Watermaster:* \_\_\_\_\_

*Watermaster Signature:* \_\_\_\_\_



**WATER DISTRICT #1 RENTAL POOL**  
**APPLICATION TO RENT STORAGE FROM THE ASSIGNEMENT POOL SUPPLY**

\_\_\_\_\_ (applicant) hereby requests to rent \_\_\_\_\_ (acre-feet) of storage from the Water District #1 Rental Pool with the enclosed rental fees of \$ \_\_\_\_\_ for the irrigation season 20\_\_\_\_. The acceptance and approval of this rental request by the Water District #1 Watermaster is subject to the adopted Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: \_\_\_\_\_

Canal or Pump Name & location: \_\_\_\_\_

Place of Use description: \_\_\_\_\_

Water Right Appurtenant to Lands: \_\_\_\_\_

If the application is for irrigation purposes, the Applicant, by checking this box, certifies that the place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application.

If the rental storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this application agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of rental diverted by the diversion during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30<sup>th</sup>. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Applicant Signature and Address:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

=====

*(official use only)*

*Date Application Accepted by Watermaster:* \_\_\_\_\_

*Application Approved by Watermaster:* \_\_\_\_\_ YES \_\_\_\_\_ No

*Watermaster Signature:* \_\_\_\_\_