

Standard Release Relating to Data and Models

Borrego Springs Watermaster

This Standard Release Relating to Data and Models (“Release”) is provided by _____
“ _____ ” on behalf of _____ and is provided for the benefit
of West Yost Associates, Incorporated (“West Yost”) representing the Borrego Springs Watermaster
 (“Watermaster”). This Release describes the conditions and limitations on the use of data from the
Watermaster’s databases and models by any interested person, including, but not limited to, employees,
committee members and consultants to Watermaster. State regulations require that Watermaster’s data
and models are largely in the public domain. The product of all work and use of Watermaster’s data and
models shall be used only in accordance with this Release.

INDEMNIFICATION

_____ agrees to protect, defend, and hold harmless Watermaster and West Yost, their
officers, officials, and employees from all claims, liabilities, expenses, or damages of any nature, including
attorney fees, arising out of or in connection with the work, operation, or activities of _____,
their agents, employees, and subcontractors in the use of data or models provided to _____
by Watermaster or by West Yost.

USE OF DATA AND MODELS

The use of the data and models provided pursuant to this Release is limited to the use for which the
request was made, as described in Exhibit A. _____, agrees to limit its use of the data and
models provided to the uses described in Exhibit A.

_____ agrees to destroy all originals and copies of data and other materials as described in
Exhibit A upon completion of the uses for which such materials are provided, excepting only the final
product specified in Exhibit A. _____ agrees to notify Watermaster and West Yost upon said
destruction.

CONFIDENTIAL INFORMATION

Except as described in Exhibit A, _____ shall not use for personal gain and shall preserve as
confidential all information furnished by Watermaster or West Yost, including any and all information
regarding any private well(s).

ENFORCEABILITY

The terms of this Release shall be enforceable by an order of the Court maintaining continuing jurisdiction
over the water rights case which established Watermaster, entitled *Borrego Water District v. All Persons...*,
Orange County Superior Court Case No. 37-2020-00005776. _____ hereby agrees to submit
to the jurisdiction of said Court for the purpose of enforcement and interpretation of this Release.

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Borrego Springs Watermaster

Watermaster shall charge any person requesting Watermaster data and/or models for Watermaster's costs in responding to that request as specified in Exhibit B hereto. Watermaster shall provide an invoice for those costs and the amount shall be due and owing within thirty (30) days of invoice delivery.

NOTICES

All notices and official correspondence shall be sent by mail or delivered as follows:

West Yost: Samantha S. Adams
Executive Director
Borrego Springs Watermaster
23692 Birtcher Drive
Lake Forest, CA 92630
E-mail: sadams@westyost.com
Voice: 942.420.3030
Fax: 949.420.4040

Requestor: Name: _____
Title: _____
Firm Name: _____
Address: _____
City, CA Zip: _____
E-mail: _____
Voice: _____
Fax: _____

Consultant: Name: _____
Title: _____
Firm Name: _____
Address: _____
City, CA Zip: _____
E-mail: _____
Voice: _____
Fax: _____

IN WITNESS WHEREOF, _____ on behalf of _____, have executed this Release to be effective on _____.

Requestor's Name: _____
Signature: _____
Date: _____

Exhibit A

Specific Request and Use of Data and/or Models

Borrego Springs Watermaster

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SPECIFIC REQUEST

_____, _____, is requesting
_____ from the Borrego Springs Watermaster (Watermaster).

The area of interest is _____.

INTENDED USE OF DATA AND MODELS

The data, models and/or information will be used to _____
