

WATER AGREEMENT-SAMPLE

This Water Agreement is entered into between JNL Steel Components, Inc. (hereinafter "JNL"), 430 US Hwy 180 West, Seminole, Texas, 79360 and BUYER AND ADDRESS.

DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

A. "Associated Persons and Associated Entities" shall include, to the broadest extent permitted by law, and as read in conjunction with the terms of the release herein:

(i) Associated Persons: present and former principals, officers, directors, shareholders, members owners, partners, employees, agents, servants, representatives, accountants, attorneys, insurance carriers, beneficiaries, spouses, executors, administrators, heirs, predecessors-in-interest, successors-in-interest assigns of each of the Parties and of each of their Associated Entities; and

(ii) Associated Entities: parent corporations, sister corporations, subsidiaries, divisions, affiliates, controlling and controlled entities, partnerships, predecessor partnerships, limited liability companies, successor entities and joint ventures involving such Associated Entities.

B. Parties.

The term "Parties" shall refer to JNL STEEL COMPONENTS, INC. and BUYER, collectively.

c. Location.

The term "Location" shall refer to ADDRESS OF BUILDING.

General Provisions:

1. **Term:** YEARS OF AGREEMENT AND DATES.

2. **Services Provided:**

- a. JNL agrees to provide water for non-potable purposes to BUYER at the Location identified above for the term identified in Paragraph 1.
- b. BUYER agrees to pay the amount of \$50.00 per month minimum charge for the first 2,000 gallons used. BUYER agrees to pay any amount over 2,000 gallons at the rate of \$15.00 per every 1,000 additional gallons used. Payment amounts will be invoiced by JNL to BUYER monthly and will be due within 30 days.

- c. BUYER agrees that it is prohibited from the resale of the water provided by JNL through this Agreement and that the resale of the water shall constitute a material breach of this Agreement and warrant termination by JNL.
 - d. BUYER agrees that it shall not connect or construct any extensions on the existing water lines at the Location and that the connection or construction of any extensions by BUYER shall constitute a material breach of this Agreement and warrant termination by JNL.
 - e. BUYER agrees to post the following notice: "Water is strictly for commercial or industrial needs only and water is not potable or drinkable."
 - f. In the event of any water shortage, JNL may terminate this Agreement with 30-day notice to BUYER. JNL shall be the sole party to determine what constitutes a water shortage.
 - g. BUYER agrees to pay a \$20 late fee for any late payments and 1.5% interest on any amounts that are not timely submitted by the invoice due date to JNL.
3. **Force Majeure.** The Parties will not be bound to this Agreement when prevented from performing due to force majeure and acts of God, including nature, weather, storms, flood, tornados, earthquakes, pandemics, acts of governmental agencies, war, rebellion, riots, or other unforeseen forces majeure. This provision shall not excuse BUYER from making payment due to any allegations of inability to pay due to a force majeure. Rather, this provision is intended to address force majeure incidents that might prevent the delivery or use of water at the Location.
4. **Texas Law. Construction and Venue.** This Water Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The Parties hereto agree that this Water Agreement shall be construed as a whole according to its plain and fair meaning and shall not be construed against the Party who drafted the Agreement. Venue for any legal action shall be exclusively in Gaines County, Texas.
5. **Integration.** This Water Agreement constitutes an integration of the entire understanding and Agreement of the Parties. Any representation, warranty, promise or condition, whether written or oral not specifically incorporated herein, shall not be binding upon any of the Parties hereto. Each Party acknowledges that in entering into this Agreement it has not relied upon any representation, promise, or condition not specifically set forth herein.
6. **Best Efforts and Good Faith.** The Parties agree to use their best efforts and good faith in carrying out all the terms of this Agreement.
7. **No Third-Party Beneficiaries.** Except as expressly provided herein, this Water Agreement is not for the benefit of any person or entity not a Party hereto nor specifically identified as a beneficiary herein. Neither Party may assign the obligations or rights under this Agreement to another party unless expressly agreed to by both Parties in writing.

8. **Modification.** This Water Agreement cannot be modified or amended in any way except by a writing signed by the Party to be charged therewith.

9. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Water Agreement or any provision thereof.

10. **Counterparts.** This Agreement may be executed in one or more counterparts which when taken together shall constitute one Agreement. Fax signatures are binding as though signed in the original.

The parties have executed this Agreement on the date shown below.

Date: _____

By: _____
SELLER-SAMPLE ONLY

By: _____
BUYER-SAMPLE ONLY