

# Chaparral Water Sales Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the parties herein designated as U.S. Chaparral Water Systems, Inc. ("Chaparral"), and "Purchaser" is to remain effective continuously until cancelled.

Chaparral: U.S. Chaparral Water Systems, Inc.  
P.O. Box 80249, Midland, TX 79708-0249  
Physical Office – 4400 N. Big Spring, Suite 201, Midland, TX 79705

Purchaser: Company Name:

\_\_\_\_\_

Representative Name:

\_\_\_\_\_

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

City, State, Zip:

\_\_\_\_\_

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

WITNESSETH: THAT

WHEREAS, **Chaparral** is engaged in the business of operating and maintaining brine and fresh water wells on a contract basis for its own account, is engaged in the production and sale of brine and fresh water, and in the course of such operations regularly and customarily enters into contract with purchasers for water sales thereto: and

WHEREAS, **Purchaser** understands and agrees to guarantee all indebtedness to **Chaparral**. This guarantee is absolute, complete and continuing. **Purchaser** shall remain liable hereon regardless of whether the business or any owner/officer be found not liable thereon, for any reason. **This guarantee is explicitly limited to outstanding obligations between Chaparral and Purchaser.** **Purchaser** will pay **Chaparral** the amount due within five (5) days from written notice date of failure to pay any indebtedness. If legal action is initiated, **Purchaser** will pay all attorney fees, court cost, business professional fees and/or any other fees deemed necessary for collection of indebtedness. This guaranty is and shall be binding upon the successors and assigns of the business, and shall be binding upon the heirs and legal representatives.

THIS AGREEMENT will remain in effect and in full force continuously until either party cancels the agreement with a minimum of 90 days advance written notice to the other party.

**PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING BELOW, THE CLIENT REPRESENTS AND WARRANTS TO CHAPARRAL THAT CLIENT HAS READ, UNDERSTOOD AND AGREES TO ALL TERMS OF THIS AGREEMENT. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE PROPER IN MIDLAND COUNTY.**

# Chaparral Water Sales Agreement Continued

## Principal Owner(s), Officer(s)

\_\_\_\_\_  
(1) Principal/Officer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
(2) Principal/Officer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
(3) Principal/Officer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Print Company Name

US Chaparral Water Systems, Inc.  
Company

\_\_\_\_\_  
Print Name of Officer/Owner (Purchaser)

Daryl Franklin  
Print Name

\_\_\_\_\_  
Signature of Officer/Owner (Purchaser)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date