



Dear Patriot Water Treatment Customer,

Thank you for considering Patriot Water Treatment (PWT) for your wastewater and solids treatment and disposal needs. This letter is to inform you of a few PWT policies and procedures designed to ensure a safe and efficient visit to our facility.

- ❖ All customers need to complete the new client information packet. This packet includes sending PWT a copy of your insurance liability, contact information, billing information and our disposal agreement including the terms and conditions.
- ❖ All shipments to PWT must include a manifest. All manifests need to have information clearly and accurately recorded including, but not limited to: description of the fluid/solid to be treated and disposed of, well name, permit number and location, generator name and address, transporter name and address, driver name, quantity to be treated and disposed of and all other pertinent information required.
- ❖ All safety guidelines must be followed upon entering PWT, including the use of safety glasses, harnesses, smoking in designated areas only, etc.

Our terms are Net 30 unless otherwise negotiated. All requests for non-standard terms should be directed to Jeff Faloba (330) 853-2393 or (330) 399-1151. All accounts receivable and invoicing questions should be directed to Liz Eshenbaugh (330) 222-1274.

Please return all information to the following address:

Patriot Water Treatment, LLC  
7716 Depot Rd Unit 1  
Lisbon OH 44432  
Phone (330) 222-1274  
Fax (330) 222-1500  
[Elizabeth@patriotwatertreatment.com](mailto:Elizabeth@patriotwatertreatment.com)

Thank you for your cooperation. We look forward to efficiently serving you and partnering to minimize your treatment and disposal costs. We are the true recycler of water from the oil and gas industry.

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Water Management Solutions. Environmental Responsibility.

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Name \_\_\_\_\_

UIC # \_\_\_\_\_

Address \_\_\_\_\_

Billing  
Address  
(If different) \_\_\_\_\_

Contacts &  
Phone

Numbers	A/R	_____
	Scheduling	_____
	Fax	_____
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Email \_\_\_\_\_

After Hours  
Contact \_\_\_\_\_  
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Please provide a copy of your insurance liability

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**DISPOSAL SERVICES AGREEMENT**

Patriot Water Treatment, LLC ("Patriot"), 7716 Depot Rd., Unit 1, Lisbon, OH 44432, agrees to provide water disposal services to:

\_\_\_\_\_ ("Customer"),  
in consideration for and in accordance with the following Price List and Terms and Conditions:

**Price List:  
(per gallon)**

<b>Item</b>	<b>Price</b>
Industrial Waters	Based on Processing Required
Oil & Gas Waters	0.15
Light Solids / Mud	0.30
Medium Solids / Mud	0.40
Heavy Solids/ Mud	0.50
Ex Heavy Solids / Mud	0.60
Cement Solids / Oil Based Mud	0.65

Prices effective July 4, 2012



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**TERMS AND CONDITIONS**

Patriot will provide Customer with an invoice setting forth its charges for water disposal services rendered in accordance with the above Price List. Payment in full is due from Customer within 30 days of the date of each Invoice. Any sums still owing after 45 days shall incur interest for which Customer is liable at the rate of 1.5% percent per month. In addition, Customer shall be liable for a one-time late payment charge of \$ 35.00 to defray the cost of collection upon any sums still owing after 90 days from the due date of each Invoice.

Customer shall be solely responsible for the delivery of the water to be disposed of to Patriot's facility in Warren, Ohio. Customer agrees to indemnify, defend and hold harmless Patriot against any and all claims, damages, suits, judgments, penalties, fines and claims of any nature, including injury or death to person and/or loss or damage to property, arising out of or in any way related to the delivery of water to Patriot's facility.

Patriot in its sole discretion, and without any liability or obligation to Customer, may refuse to accept any deliveries of water from Customer and/or may terminate this Agreement at any time upon written notice.

The water to be disposed of shall become the exclusive property of Patriot upon its acceptance at Patriot's facility and nothing herein shall be construed to thereafter give Customer any property rights therein.

Customer shall not sell, assign, transfer, convey or encumber this Agreement or any right arising under it.

It is mutually agreed that no implied warranties, covenants, agreements or obligations shall be read into this Agreement nor imposed upon any of the parties hereto.

This Agreement shall be construed and interpreted according to the laws of the State of Ohio. The parties hereto mutually agree that any lawsuit arising from or in anyway related to this Agreement, whether for enforcement, declaration of rights and/or damages, shall be brought, litigated and decided only in the Courts in Trumbull County, Ohio, which shall be deemed to be proper venue and have exclusive jurisdiction.

This Agreement represents the entire agreement between the parties as to all issues relating to the subject matters set forth in this Agreement. This Agreement constitutes the complete understanding between the parties as to those matters contained in this Agreement, and it supersedes any and all other agreements and representations made or dated prior hereto as to those matters contained in this Agreement or as to any issues relating to this Agreement. This Agreement can be amended only in a writing signed by both parties.

In the event that any term or provision of this Agreement is invalidated at any time by any court decision, statutory provision, governmental regulation or otherwise, the remaining terms and provisions of this Agreement shall remain in full force and effect, and shall be fully binding on the parties hereto.

The parties to this Agreement expressly acknowledge and agree that all of the terms, conditions, promises, rights, liabilities, and obligations as set forth herein are binding upon and shall inure to the benefit to each party's respective heirs, executors, administrators, servants, employees, attorneys, representatives, successors, assigns, and/or all other such persons or parties claiming by, through, for, or under any party hereto r on such party's behalf.

A photostatic copy of this Agreement in executed form shall have the same authority as the signed original and may be used in its stead.

Customer agrees to be bound by the provisions set forth herein, specifically including the Terms and Conditions appearing above, and to timely pay for the water disposal services provided by Patriot.

"Customer"

Dated: \_\_\_\_\_

by: \_\_\_\_\_  
its: \_\_\_\_\_

Patriot Water Treatment, LLC

Dated: \_\_\_\_\_

by: \_\_\_\_\_  
its: \_\_\_\_\_