



## Bulk Water Sales Agreement- Commercial/Residential

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ (YEAR)

BETWEEN:

NEWELL REGIONAL SERVICES CORPORATION (NRSC)  
(The Corporation)

-and-

\_\_\_\_\_  
(The Customer)

Residential Hauler- The customer agrees that the meaning of a residential hauler is that I haul water for non-resale and not for industrial purposes. Water hauled is for residential non-resale consumption only.

Commercial Hauler- The customer agrees that the meaning of a Commercial Hauler is that I haul water for resale, construction purposes, hydro-vac, oil field work or any use other than non-resale for residential consumption. It is also acknowledged that if I am a customer and my place of business is outside the boundary of the County of Newell, I will be subject to pay a deposit of \$1,000.00 to be held by the Corporation until final billing and the deposit will be used to offset the amount of the final invoice.

IN CONSIDERATION of NRSC allocating to the Customer # \_\_\_\_\_ and PIN # \_\_\_\_\_ to be used at the NRSC bulk water facility at the Brooks Water Treatment Plant (NRSC Facility) and bulk water facilities located in the Hamlets of Rainier, Scandia, Rolling Hills, Patricia and Town of Bassano for the purpose of supplying the Customer's bulk water requirements; the Customer covenants and agrees with the terms and conditions, as follows:

- 1) The Customer agrees to purchase from NRSC, the water which passes through a water meter at the NRSC Facility in accordance with the volume consumption recorded on the NRSC's transaction recording equipment.

- 2) The Customer shall pay for water at a rate published by NRSC. The rate may be amended from time to time, as set by the City of Brooks. Rates will be published by posting in a prominent location at the Facilities and on the NRSC web page. ([www.nrsc.ca](http://www.nrsc.ca))
- 3) NRSC shall bill the Customer on a monthly basis and the Customer agrees to pay its account in full within 30 days of the end of the billing period. Failure to pay the account in full, within 30 days of the end of the billing period, shall result in immediate deletion of the customers PIN #. The resumption of the purchase of water may occur once the outstanding account has been paid. Customers shall pay a late payment penalty on overdue accounts at a rate of 1.5% per month, compounded monthly (19.56% per annum)
- 4) The customer shall comply with all applicable laws, government regulations and with all safety and operating regulations and procedures posted at the Facilities.
- 5) The customers and Customer's employees, servants and agents will use the NRSC Facilities and enter on the lands at the NRSC Facilities; entirely at the Customers own risk.
- 6) NRSC shall be responsible for water quality at the point of truck fill discharge at each Facility. At no time shall NRSC be responsible for water quality to the Customer at the time of leaving the Facility or delivery of water to the end user. The Customer shall use the NRSC for filling into clean water tanks suitable for potable water. At no time shall the Customer use oil, chemical or tanks not suitable for potable water.
- 7) This Agreement shall remain in full force for one (1) year from the date above and shall renew itself automatically from year to year unless written notice of termination is given by either party to the other at least thirty (30) days prior to the expiration of the said term or any renewal term. In the event of a breach by the Customer of any provisions of this agreement, NRSC shall be entitled to terminate the Agreement without prior notice to the Customer.
- 8) The Customer agrees to indemnify and save NRSC harmless from and against any and all liability of whatsoever kind and nature from damages to property and loss thereof or for injury to or death of any persons arising out of or in any way connected with any act or omission of the Customer or the Customers employees or agents in or about the Corporations facility or in the operation of the facilities thereon or in the exercise of any right or obligation under this agreement.

9) The Customer shall obtain and keep in force during the term of this agreement; motor vehicle liability insurance covering all motor vehicles used in connection with operations under this agreement with inclusive limits of not less than the minimum amount as may be required by any applicable provincial or federal legislation.

10) The Corporation reserves the right, at any time, to discontinue the bulk water service and notwithstanding Clause 7; this Agreement shall thereupon be terminated.

11) This Agreement or the benefit thereof cannot be assigned.

**IN WITNESS WHEREOF the Customer and the Corporation have executed this Agreement.**

\_\_\_\_\_ (Witness) \_\_\_\_\_ (Customer)

Newell Regional Services Corporation:

\_\_\_\_\_

Contact Name: (please print): \_\_\_\_\_

Customer's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer's Billing Address (if different from above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer's Telephone Number: (Cell) \_\_\_\_\_, (Res) \_\_\_\_\_, (Bus) \_\_\_\_\_